



Request For Proposal

Louisville/Jefferson Co Metro Government

Bid Number:	1900
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Revision:	0
Date:	21-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202

Reply By: 03-NOV-09

#	Description
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1	A Request for Proposals for the Electronic Subpoena System per the attached specifications.
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NO PRE-BID.

DELIVERY TIME: _____
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

FIRM NAME: _____

OFFICIAL'S SIGNATURE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

UNSIGNED BIDS WILL NOT BE CONSIDERED

Request For Proposal

Louisville/Jefferson Co Metro Government



Standard Text

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark as original), ONE COPY ON CD-ROM OR SIMILAR ELECTRONIC MEDIA AND FIVE COPIES. All five copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number _____ and your Federal Tax Identification Number _____. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number _____.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT (“GFE”) REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBEs”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity (“Divisions of Work”) unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate “ALL” in the “Divisions of Work (Bidder Will Self-Perform)” section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email (“Written Communication”) to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

Form GFE-2

**LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
MFHBE SUBCONTRACTOR GFE LOG**

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: _____ **Bid Total:** _____

Bid Number: _____ **Project:** _____

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	

Other Good Faith Efforts (Attach Supporting Documentation)

Signature of Company Official: _____
Printed Name: _____

Date: _____

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act (ORA), should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

REQUIRED FEDERAL TERMS

Per 28 CFR 66.36:

1. Bidder agrees to provide the Purchaser, the United States Department of Justice Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Justice Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with 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. See KRS 45A.351.
4. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Justice.
5. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Justice and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. **Copyrights** –
 - a. The Federal awarding agency reserves a royalty-free, nonexclusive,

and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Justice is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Justice, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Justice.

9. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.

10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Bidder agrees to pay all subcontractors, including but not limited to, all MFHBE and DBE vendors promptly.

Bidder's DUNS Number [REDACTED]

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

The Metro Government and Bidder shall comply with *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and *Section 504 of the Rehabilitation Act of 1973* (29 U.S.C. § 701) and the *Kentucky Equal Employment Act 1978* (K.R.S. § 45.550 to 45.640) and the *Americans with Disabilities Act* (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“ARRA”) funds, the following terms and conditions apply.

For the purposes of applying these terms and conditions, the following definitions apply:

- I. A “prime recipient” is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A “subrecipient” is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A “vendor” is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government (“Metro Government”). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT (IF APPLICABLE)

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

PROHIBITION ON USE OF ARRA FUNDS

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.



**Louisville Jefferson County
Metro Government**

Criminal Justice Commission

Request for Proposal Number 1900

ELECTRONIC SUBPENOA SYSTEM

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SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government (“Metro Government”) is now accepting proposals for a comprehensive system to serve, manage, and track electronic subpoenas, including applications software, operating system software, hardware equipment and all required peripherals and integration services. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lower bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussion shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM November 3, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3PM deadline on November 3, 2009, will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

via e-mail to the Louisville Metro Project Manager, Ms. Yvonne Stutesman at yvonne.stutesman@louisvilleky.gov. Questions may also be faxed to 502-574-4329.

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the date as stated in this document.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a deliver order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual deliver of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a “bid”. This is a Request for Proposal.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statues, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et.seq., as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and /or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

- 2.4 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.

- 2.6 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modification will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modification of proposal”.

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.

- 2.8 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro

Government in better understanding and evaluating the proposer's response Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.10 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.11 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.12 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
 - (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
 - (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not be necessarily be limited to:
 - (a) Failure to perform the contract according to its term, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.
- 2.13 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or

subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

- 2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.15 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights of obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.17 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority of ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 the apply to the contractor or subcontractor for the duration of the contract.

SECTION III

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract for an e-Subpoena

System - a comprehensive system to serve, manage, and track electronic subpoenas, including applications software, operating system software, hardware equipment and all required peripherals and integration services.”

- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, \$2,000,000 aggregate including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 2. The Contractor shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
 3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the

person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

e-Subpoena System

The Louisville Metro Government (hereinafter referred to as "Louisville Metro") is requesting proposals with costs from qualified Vendors for a comprehensive system to serve, manage, and track electronic subpoenas, including applications software, operating system software, hardware equipment and all required peripherals and integration services. This procurement is open to all qualified Vendors that provide design, development, installation, training, maintenance and support of their judicial systems. Vendors shall be responsible for all costs incurred in the preparation of a proposal in response to this RFP.

Vendors may submit technical and general questions regarding the RFP via e-mail to the Louisville Metro Project Manager, Ms. Yvonne Stutesman at yvonne.stutesman@louisvilleky.gov. Questions may also be faxed to 502-574-4329. All Vendor questions must be submitted by the date listed below. Louisville Metro asks that all interested bidders email Ms. Stutesman indicating their intent to bid on this procurement. Louisville Metro will establish a list of Vendors based on the email confirmations they receive. This will ensure that all responding Vendors receive addendums, including answers to all Vendor submitted questions.

Anticipated Procurement Schedule

Louisville Metro expects to adhere to the tentative procurement schedule shown below. These dates are subject to change.

Activity	Date
RFP Release Date	September 22, 2009
Vendor's Questions to Louisville Metro	October 6, 2009
Louisville Metro Answers to Vendors	October 20, 2009
Vendor's Proposals Due	November 3, 2009
Vendor Demonstrations Begin	November 17, 2009
Vendor Selection	December, 2009

INTRODUCTION

1.1. Background

In January 2003, the City of Louisville (KY) and Jefferson County (KY) merged to become the 16th largest city in the United States and the largest city in the state of Kentucky; covering a geographic area of more than 385 square miles and servicing a population of over 700,000. As part of overall merger, the Louisville and Jefferson County Police Departments consolidated into one coordinated police department.

Louisville Metro Government is undertaking an aggressive program to update its subpoena process. This new process will provide an efficient and effective electronic subpoena and court notification system for the Jefferson County courts that can be replicated statewide

Additionally, Louisville Metro Government is considering the procurement of scheduling software for the Louisville Metro Police Department which may or may not be procured under a separate RFP process.

1.1.1. Participating Agencies Serving Subpoenas throughout Louisville.

The consolidated Louisville Metro Government provides services for over 700,000 residents within a 385 square mile area. The primary agencies serving the Louisville judicial community include:

- Administrative Office of the Courts
- Jefferson County Circuit Court Clerk's Office
- Jefferson County Attorney's Office
- Commonwealth Attorney's Office
- Public Defender's Office
- Jefferson County Sheriff's Office
- Louisville Metro Police Department

1.1.2. Louisville Metro Government Subpoena Processing

As mentioned earlier, the Louisville Metro Government is in the process of consolidating its current subpoena processes. Louisville Metro Government, through the Louisville Metro Criminal Justice Commission (LMCJC) will contract with a company/vendor to assist with the development and implementation of an electronic subpoena system and court notification technology for Jefferson County Courts. LMCJC will work with the vendor and local/state criminal justice agencies to develop a system that works for the local courts and can be replicated state-wide, if desired.

Each year, about 181,000 persons process through Jefferson District Court (misdemeanor court) for Louisville Metro's court system. Through the court flow process, approximately 100,000 subpoenas are issued to police officers, witnesses, victims, complainants, and others. The current paper subpoena process is both antiquated and ineffective – often taking more than a week to complete the subpoena cycle (issuance, service, appropriate signatures/approvals, return to the case file, court appearance).

Goal, Objectives, Outcomes and Performance Measures:

The goal of this program is to develop an efficient and effective electronic subpoena and court notification system for the Jefferson County courts that can be replicated statewide (if desired in the future), and will enhance overall public safety within the community. This Request for Proposal includes requirements from all of the local and state criminal justice system partners.

The project objectives include:

1. Develop and implement the technology and business practices required to deliver an electronic subpoena and court notification system.
2. Work with impacted criminal justice system agencies to change the existing “paper” policies and procedures and begin using an electronic version.

Accomplishment of the above goal and objectives will result, but may not be limited to, the following outcomes:

- An effective way to verify officer’s availability during the scheduling/subpoena process, resulting in fewer appearances required by participants (witnesses, victims, police, etc.) which will translate into potentially fewer work days missed, decreased child care costs to attend court proceedings, and reduced costs associated with attending court (parking, meals, etc.).
- An effective method for tracking officers’ time and attendance relative to court appearances, resulting in a more efficient subpoena system which will result in fewer court continuance and cases dismissed due to witnesses not being present.
- An electronic subpoena system (technology and agency policies and procedures) that can be replicated throughout Kentucky or used as a best practice model state and/or nationwide.
- Economic benefits through savings of paper, time, and personnel/support costs.

Capabilities/Competencies:

The Louisville Metro Criminal Justice Commission (LMCJC) will assist local criminal justice system partners by providing grant fiscal and programmatic oversight. The LMCJC provides local criminal justice and public safety planning, research, and system-wide coordination and collaboration. LMCJC staff provides a variety of functions and has been the recipient and fiscal/programmatic agent for over \$25 million in the past five years alone. This funding has been effectively fiscally and programmatically managed and each grant is treated as a separate entity allowing for audit transparency. The LMCJC will work closely with project partners to ensure grant requirements, goals, and objectives are met. The LMCJC and Metro Finance will oversee RFP development and selection of a vendor to assist with project implementation. Project staff will collect data to support the project goals and performance measures and all data required for the Stimulus Recovery Act funding.

Project Integration Activities/Timeline:

Project Activities	Timeline
Louisville Metro Government working with LMCJC and local and state criminal justice system partners will develop an RFP to develop and implement an E-Subpoena and Court Notification System. Grant Awarded and processed through local government.	May-November 2009
Contract with vendor to develop and implement electronic system.	December 2009
Work with criminal justice system partners to develop policies and procedures for project implementation. Work with vendor to develop and test new electronic system.	December 2009 to April 2010
Grant information is routinely shared with courts and grant partners. Grant funding used to purchase equipment and assist with supplies and other operational expenses. Grant reports submitted as required.	December 2009 – Ongoing
New system is implemented based on developed policies and procedures. System is monitored and data collected for evaluation and quality assurance purposes. Problems are identified and resolved.	April 2010 - Ongoing
Ongoing programming, data collection, and information shared with project partners. Required grant reports are submitted for closeout.	Ongoing – September 2010

CURRENT SITUATION

District Court

The current paper subpoena process for District Court originates when the County Attorney writes notes on the paper case file (the outer portion of the 4x8 envelope) under the case descriptive information on the envelop. This is done using cryptic notations (e.g., SPO for subpoena police officer, SPW for subpoena prosecuting witness, etc.).

The following day, a County Attorney Subpoena Clerk takes the case files (the 4x8 envelope) with the cryptic notations (e.g., SPO, SPW, etc.) from the previous day's court cases. For each case file, the clerk accesses the online version of the case within the "KYCourts" application maintained by the Administrative Office of the Courts (AOC), clicks on the subpoena button and selects the appropriate witness(es) as noted on the case file envelop. The subpoena information must be entered by 5:00 PM daily – anything not entered by the 5:00 PM deadline will not be processed until the following day. During the nightly processing cycle for "KYCourts", sometime between 5:00 PM and 8:00 AM the following morning, an extract file (comma separated values file or .CSV) is generated containing the requested subpoena information. The extract file is then emailed as an attachment from AOC to the County Attorney Subpoena Clerk that morning.

The County Attorney Subpoena Clerk uses Microsoft Outlook Web Access to retrieve the extract file from the email account. The Clerk opens the file using Excel and sorts the subpoena records by police department/law enforcement agency. The sorted extract file is used as input to a Word MailMerge template to generate the subpoena documents – one subpoena document per record – from the previous day's docket. The subpoena documents are then printed, with three copies of each.

One copy of the subpoena is placed in the case file folder. The other two copies are sorted and placed in a mail sorter/organizer table by department/agency. These subpoena documents are picked up daily by an LMPD courier, and as needed by other agencies. At one time, these were picked up twice a day and sent via paid courier. Due to budget restraints, these pickups were cut back to once a day and were placed in interoffice mail to be delivered by a Metro courier. This added additional delay in delivery of the subpoena documents.

For LMPD, the Metro courier delivers the subpoena documents (two copies each) to Inspections & Compliance. The documents are sorted and then the Metro courier delivers the documents to the appropriate Divisions. At the Divisions, the Division Clerk enters the information from each document into the Subpoena Tracker application (case number, officer name, court date, and court room number). The subpoena documents (two copies each) are placed in the Division Roll Call Boxes.

Officers and/or Sergeants pick up the subpoenas from these boxes and review the officer's availability for the date and time of the court appearance shown on the subpoena(s). One copy of each subpoena is signed and returned to the Division Clerk. The officer keeps the second copy for their information. The Division Clerk updates Subpoena Tracker by checking the "Served" box for each of the signed documents. The signed subpoenas are then returned via mail/courier to Inspections & Compliance, and are then forwarded back to the Circuit Court Clerk's Office for case filing.

If there is no conflict with the officer's availability for the date and time of the court appearance(s), no further action is taken. If a schedule conflict exists for the officer (i.e., officer is unable to attend the appointed time/date), the officer completes a request for continuance form and returns it to the Division Clerk. The Division Clerk updates Subpoena Tracker by checking the "Continuance" box for each continuance form submitted. The request for continuance forms are then forwarded to the Circuit Court Clerk's Office for case filing.

One copy of the signed (served) subpoenas is returned to the County Attorney Subpoena Clerk's office and is placed in the same mail sorter/organizer table. A week or more may have passed since the documents were originally printed – often after the court appearance subpoena time. The served subpoenas are placed in the appropriate case file envelopes. No tracking is performed to determine whether there are subpoenas that are never returned. Request for Continuance forms are also placed in the case file envelopes by the Circuit Court Clerk's Office. No tracking is performed to determine whether all completed forms are received. No action is taken relative to the request for continuance. At the time of the hearing, the judge may or may not review the request for continuance and the court may or may not be rescheduled based on that request. The officer has no way to know whether the case will or will not be rescheduled, and may or may not attend. Cases are often dismissed due to the officer's absence and a notation is made on the case file of PONP – Police Officer Not Present.

In cases where the court appearance is rescheduled after the subpoena has been issued, there is no method of communication currently in place to notify the officer and/or the sergeant, and these cases are often dismissed as PONP. In addition, officers are often scheduled to appear in multiple court rooms on the same date/time. Since the officer can only attend one at a time, some of these are often dismissed as PONP.

For the Jefferson County Sheriff's Office (JCSO), the subpoenas are picked up daily from the Hall of Justice by a JCSO employee. The Sheriff's Office receives two types of subpoenas – "mail" and "personal service". For "mail" subpoenas, the clerk date stamps one copy and mails the other. The mailed subpoenas are not placed in the Sheriff's internal tracking system. Once a copy is mailed, the date stamped copy of the subpoena is returned to the Hall of Justice.

For "personal service" subpoenas, the clerk date stamps one copy. The data is manually entered into the Sheriff's internal tracking system. A cover sheet is added which includes administrative data and an area to track service attempts. These are sorted by zip code and are disseminated to the Deputies. The Deputies serve the subpoenas to citizens and other deputies. Six attempts are made for those subpoenas that have valid address information. A card containing contact information is provided following the first unsuccessful service attempt. It is estimated that the recipient of the card calls the Sheriff's Office regarding the subpoena in approximately 75% of the cases.

Once served, the internal tracking system is updated and the signed subpoena is returned to the Hall of Justice. There are approximately 100 – 150 subpoenas mailed and 30 – 50 personal service subpoenas received daily.

Grand Jury

The Commonwealth Attorney's Office (CAO) receives a case from District Court or receives a Request for Direct Submission. CAO Grand Jury staff inputs the case into the CAO's Computerized Case Management System. The Grand Jury staff schedules the case on the Grand Jury calendar. The CAO Grand Jury staff creates a paper subpoena and prints three paper copies. One copy is kept for the CAO file. Two copies are delivered daily to the LMPD by a CAO Detective. On average, there are 100 – 200 subpoenas taken to LMPD daily. For non-LMPD subpoenas, the two copies are mailed once per week to the other police departments (e.g., Shively, St. Matthews, and Jeffersontown).

The subpoenas are handled internally by LMPD and the other police departments, similar to the District Court process. The CAO Grand Jury staff receives back the served copies of the subpoenas from LMPD and the other police departments. This manual process of delivering and returning subpoenas from LMPD and the other police departments can take up to two weeks.

Upon receipt, the CAO Grand Jury staff sorts the subpoenas, checking for requests for continuance. The Grand Jury cases can be rescheduled if the officer is not going to be available.

Circuit Court

The prosecutor identifies the case, the officer(s) that need to be subpoenaed, and the type of court appearance. The prosecutor requests his/her Administrative Assistant to send the subpoenas to the officer(s). The Administrative Assistant inputs the request into the CAO Computerized Case Management System. If the officer is not already on that case, the staff member must input the name of the officer into that case within the system. The Administrative Assistant creates a paper subpoena and prints three paper copies. One copy is kept for the CAO file. Two copies are delivered daily to the LMPD by a CAO Detective. On average, there are 100 – 200 subpoenas taken to LMPD daily. For non-LMPD subpoenas, the two copies are mailed once per week to the other police departments (e.g., Shively, St. Matthews, and Jeffersontown).

The subpoenas are handled internally by LMPD and the other police departments, similar to the District Court process. The CAO staff receives back served copies of the subpoenas. This manual process of delivering and returning subpoenas can take up to two weeks or more. CAO staff members sort the subpoenas according to prosecutor, who then sorts and files the subpoenas in the case files.

Family Court and Juvenile Court

Similar processes are in place for these court proceedings. For Juvenile subpoenas, they must be delivered within the first 48 hours and must remain confidential.

1.2. Scope of e-Subpoena & Court Notification Technology Project

The specifications presented in this RFP set forth the technical requirements for a highly available, reliable, multi-agency e-Subpoena/Court Notification system, as well as qualification criteria for the successful Vendor. The purpose of these requirements is to solicit written proposals and product demonstrations from Vendors who are qualified to design, install and maintain the desired system. In addition to the acquisition of the hardware and software required to meet the goals, Louisville Metro is interested in establishing an on-going customer-Vendor relationship. This relationship will allow Louisville Metro to continually improve the quality of services it provides to the community.

As outlined in this RFP, the electronic courts processing system should be a proven and established solution that is currently operational and fully accepted in similar configurations, at **three** other sites, **two** of which shall be large metropolitan installations. A metropolitan installation is defined as the implementation of an electronic courts processing system in a multi-agency consolidated process.

1.3. System Implementation Schedule

The following table outlines the preliminary schedule for this project. The activities and dates provided here begin with system implementation. The selected Vendor should be capable of installing the system and having it fully operational within this time frame. These dates are subject to change.

	Project Activity	Due
1.	Build/Configure System (HW & SW)	Four to Six months from contract signing
2.	Testing and Remediation	Plus One to Two months
3.	Develop Process and Procedures	Performed in conjunction with 1 & 2
4.	System Implementation	Upon completion of 2 & 3
5.	Preliminary Acceptance	Thirty days from System Implementation
6.	System Training Begins	Two weeks from Preliminary Acceptance

7.	System Goes Live	Sixty days from start of Training
8.	Roll out to Agencies	Begins with 7
9.	Final Acceptance	Following 90 days of error free Operation
10.	Post-Implementation	Following Final Acceptance

1.4. Request for Proposal

This RFP identifies the requirements for a multi-agency e-Subpoena/Court Notification system. Proposers may identify additional functions offered by their system(s). Any functionality beyond that required by this RFP, which involves additional costs, must be clearly identified as an alternative proposal item. Any exceptions taken to the requirements of the RFP will be considered in the evaluation process. Alternative methods the Proposer may submit to meet the identified requirements must be clearly noted and documented. These may not be considered an exception if they are responsive to the appropriate requirement.

The selected contractor will be responsible for ensuring that the system is completely operational and ready to use in conformance with the requirements described in this RFP.

The Vendor/Proposer must respond to the system's ability to meet the requirements documented in Appendix E. An entry is required for each and every requirement. No response to a requirement will be interpreted as a negative response (i.e., the system fails to meet the requirement).

The selected Vendor shall also be responsible for providing the following:

	Description
1	A one year system warranty and optional maintenance plans & costs.
2	Training for all end users of the system (Officers/Witnesses, Supervisors, Clerical Staff and System Administrators)
3	Data dictionary for the system and clearly identified naming conventions for the tables.
4	Copies of standard system reports and information about Report Writer tools and functionality.
5	System Hardware (<i>All hardware required to operate proposed system</i>).
6	System Software (<i>All software required to operate proposed system</i>).
7	System Documentation (<i>Training, User, Maintenance, Operation, etc</i>).
8	Option for vendor-hosted solution (<i>Including all costs, both initial and ongoing for life of the system</i>)

Vendor shall provide technical documentation that contains detailed descriptions of the system's architecture and network topology using MS Word or Visio diagrams. Vendor shall also provide documentation on process flows for system activities, data flows diagrams for any modules within the system, database diagrams, and documentation for any additional third party hardware or software tools used.

2. GENERAL PROPOSAL CONDITIONS

This section describes the general information pertaining to proposal requirements and conditions, information regarding the content of the proposal, and proposal submission instructions.

2.1. Point of Contact

All proposals shall identify a single point of contact for information concerning its proposal submission. A contact name, address, email, facsimile, and telephone numbers must be supplied.

2.2. RFP Documents

This RFP includes instructions that prescribe the format and content of the proposals to be submitted. Proposers should carefully review the entire RFP and should become fully aware of all aspects concerning this project. Price forms and additional submission forms are provided in the appendices at the end of this RFP. All pricing information contained in the Vendor's proposal must be presented in accordance with instructions provided or the proposal may be considered non-responsive.

2.3. Proposal Submittal

Proposals shall be submitted in a plain package and in the lower right hand corner of the package shall have the following statement "e-Subpoena/Court Notification System", accompanied by RFP number.

Proposers shall submit one (1) signed original and five (5) copies of its proposal response (six total). Additionally, Proposers must submit one copy of its proposal on CD-ROM disk with their proposal response. The original proposal shall be signed by an authorized individual and marked with the word "ORIGINAL" on the cover. The proposal copies shall be marked "COPY" on the cover. The proposals maybe packaged individually or together at the convenience of the Proposer.

Louisville Metro reserves the right to reject, at any time and for any reason, any and all proposals received as a result of this RFP, or to negotiate separately with any and all competing Proposers.

2.4. Proposal Preparation Costs

Louisville Metro shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

2.5. Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to Louisville Metro. After withdrawing a proposal, Proposers may resubmit a new proposal according to submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

2.6. Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

2.7. Proposal Format

The Proposer shall address each sub-section identified in Section 2.7.6 in this RFP in writing and in the order they are presented. All proposals shall be prepared using Microsoft products (e.g. Word, Project,

Visio, etc.). Proposers shall use a bold and italicized font for their written responses. Proposers must respond to the RFP functional and technical requirements (Appendix E) by restating the number and text of the requirement in sequence and writing the response immediately after the requirement. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.

One (1) original and Five (5) copies of the proposal shall be submitted in hard-copy format and bound in three-ring binders. All Proposal pages shall be placed in a 3-ring binder with tabs separating the sections of the proposal. Manuals and other reference documentation may be bound separately.

The Proposal must be structured and submitted in the following manner:

2.7.1. Proposal Transmittal Letter

The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

2.7.2. Table of Contents

Section number and page number must identify all parts of the proposals, including exhibits. Index and page number must identify all figures, charts and graphs.

2.7.3. Executive Summary

Submit an executive summary of the proposed system, covering the main features and benefits that distinguish it, in non-technical terms.

2.7.4. Cross Reference Matrix

The Cross Reference Matrix shall list RFP section number, requirement, and proposal page number and proposal section.

2.7.5. Section 1 – Introduction

- a. Company Background and Experience – Proposers shall provide Information regarding their company’s background and experience as it relates to the products and services required from this RFP. Company background information must include the following:
 - The number of years the company has been in business.
 - Company ownership (e.g., public company, partnership, or subsidiary)
 - Company office locations.
 - Number of the Proposer’s e-Subpoena/Court Notification Systems currently installed and operational.

Proposers shall provide information regarding its experience as it relates to the requirements of this RFP. The information shall focus on the company’s experience in providing and managing the delivery of products and services similar to those described in this RFP, within a similar environment.

- b. Subcontractors – Information regarding the Proposer’s Subcontractors shall be submitted with the response to this RFP, indicating name, experience, address, telephone, qualifications and at least three references for work similar to that being provided as part of this project. In this section of the proposal, for each reference, include a completed Reference Profile form (refer to Appendix B in the RFP).

- c. References – The Proposer shall provide a minimum of three references of state or local public safety clients with at least two being metropolitan sites similar in size and operation to the proposed system configuration. Proposers shall include a brief narrative description of the project (discuss scope of the products and services provided to the customer). In this section of the proposal, for each reference, include a completed Reference Profile form (refer to Appendix B in the RFP).

2.7.6. Section 2 - Response to RFP Requirements

Requirements have been developed to describe the desired solution, hardware, software, and Vendor services. Proposers must address each of the requirements outlined in sections 3 through 11 of this RFP. Proposers are also encouraged to provide information concerning features and or specifications of their product not specifically mentioned in the requirements that would facilitate accomplishment of Louisville Metro's objectives. Any features or functionality beyond that required by this RFP that involves additional costs must be clearly identified as an alternative proposal item. Responses to the requirements must demonstrate that the Proposer has good working knowledge of the specific needs of Louisville Metro.

2.7.7. Section 3 - System Hardware and Software Components

The Proposer shall include a detailed equipment list with its proposal response. The list shall clearly identify the equipment (hardware, software, etc) on a per-site/location basis. If a hosted solution is also available, the Proposer shall include a detailed description of all products, equipment, and services provided as part of that solution.

2.7.8. Section 4 - Implementation Plan

The Proposer shall provide a project schedule in GANTT chart format that depicts the start and stop dates and logical relationships for all tasks and which shows major project events and milestones. The project schedule shall begin upon written notification for Louisville Metro and shall end upon final system acceptance. The project schedule shall include tasks, resources, task durations, task responsibilities, and milestones. The project schedule shall also include all project tasks performed by any and all Subcontractors. The Proposer shall include all tasks that are the responsibility of Louisville Metro as part of the implementation process.

The Proposer must provide a detailed system cutover plan explaining how Louisville Metro will convert from their existing system(s) to the new system and accomplish all related cutover activities with minimal interruption to judicial/court activities. The Proposer must also provide a rollout plan for how all Agencies will make use of the final solution.

2.7.9. Section 5 - Acceptance Test Plans

The Proposer shall provide an Acceptance Test Plan (ATP) describing the testing of all system components, and subsystems. The Proposer is required to provide example forms of each test, or series of tests, that will demonstrate the acceptable performance of the system proposed.

2.7.10. Section 6 – Key Personnel and Resumes

At a minimum, resumes shall be provided for the key personnel positions of Project Manager and Technical Team or Task Leaders. In addition to the assessing the experience of specific individuals, Louisville Metro will consider the resumes as an indicator of the Vendor's understanding of the skill sets required to successfully carry out the requirements of this RFP.

2.7.11. Section 7 - Appendices

Vendors shall complete and submit with their proposal the following attached forms:

1. Appendix A - Vendor Reference Profile Form
2. Appendix B - Assumptions, Constraints, and Exceptions
3. Appendix C - Pricing Summary Forms
4. Appendix D - Response to Functional and Technical Requirements

2.8. Assumptions, Constraints, and Exceptions

Proposers must supply any assumptions on which their solution and its estimates are based, along with any constraints Proposer may have regarding project timeline. Any exceptions made by the Proposer shall be clearly identified and listed in Appendix C.

2.9. Vendor's Responsibility

The winning Vendor (prime offerer) will be responsible for all services in this RFP whether they are provided or performed by the prime offerer or Subcontractor. Further, Louisville Metro will consider the prime offerer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. As part of their overall responsibility, the prime offerer must identify all Subcontractors and the services they will provide. Subcontractors shall be identified in the proposal introduction section as required.

Louisville Metro reserves the right to approve or reject, in writing, any proposed Subcontractor. If Louisville Metro rejects any proposed Subcontractor, the prime offerer shall be responsible to assume the proposed Subcontractor's responsibilities. The prime offerer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and Louisville Metro.

Proposals are expected from experienced and well-established Vendors who are skilled in the design, development, implementation and maintenance of public safety and judicial information systems. Submitted proposals should include a completed Reference Profile form (Appendix B) for each reference in the Introduction section of their proposal.

2.10. Proposal Addenda

Louisville Metro may modify this RFP by making available consecutively numbered addenda to all parties who are participating in the bidding process. Information that is obtained other than through written addenda to this RFP, shall not be binding on Louisville Metro. Each addenda issued will be accompanied by an acknowledgment form. The signed addenda acknowledgment form must be submitted with the proposal. Failure to submit signed addenda acknowledgement form could be cause for rejection of Vendor's proposal as non-responsive.

2.11. Proposer's Written Responses

All responses submitted by the Proposer shall be clear and concise and contain enough detail for proper evaluation. Responses simply indicating compliance are insufficient and will be deemed non-responsive.

2.12. Prices

Prices shall be specified on the attached pricing forms (Appendix D). Numbers of personnel shown on the pricing form are estimated and subject to adjustment after proposal award and prior to the contract

signing. Payment shall be made only for equipment and services purchased under contract with the Contractor.

2.13. Warranty

All equipment, software, and services furnished by the Contractor under the resulting contract shall be warranted free from defects in material and workmanship, and shall conform to this RFP and the Contractor's response thereto, with all exceptions agreed to by Louisville Metro. In the event any such defects in equipment, software, or services become evident within the warranty period, the Contractor shall correct the defect by (1) repairing any defective component of the equipment; (2) otherwise correcting any reproducible and/or recurring software defects; or (3) redoing the faulty services. The Contractor is responsible for all charges incurred in returning defective parts to the Contractor's, Subcontractor's, or suppliers' plants, and in shipping repaired or replacement parts to Louisville Metro. Labor to perform warranty services will be provided at no charge during the warranty period. Thereafter, Louisville Metro will provide the maintenance and service of the system backbone.

The Contractor further warrants that during the warranty period the equipment and software furnished under this contract shall operate under normal use and service as a complete system, which shall perform in accordance with this RFP and the Contractor's response thereto, with all exceptions agreed to by Louisville Metro. The warranty period shall be a period of at least 12 months from the date of final systems acceptance as defined herein. Claims under any of the warranties herein are valid if made within 30 days after termination of the warranty period. In addition, the following specific requirements apply to the Contractor's warranty:

- The Contractor will obtain any warranties which Subcontractors or suppliers to the Contractor give in the regular course of commercial practice, and shall apply the same to the benefit of Louisville Metro. Louisville Metro will not be responsible for the storage of any equipment associated with the project.
- The Contractor shall remedy at its own expense damage caused by the Contractor to Louisville Metro - owned or controlled real or personal property. The Contractor shall be liable to Louisville Metro for supply of information, materials, and labor necessary for mandatory revisions determined by the manufacturer for the duration of the warranty period at no cost to Louisville Metro.
- The "acceptance" of systems/equipment by Louisville Metro shall not limit Louisville Metro's warranty rights set forth above with respect to defects in materials or workmanship.

Additional warranty requirements are included in Section 11 of this RFP.

2.14. Material and Workmanship

All equipment and component parts furnished shall be new, of current manufacture, and meet the minimum requirements stated herein, and be in an operable condition at the time of delivery.

All parts shall be of high quality workmanship and utilize the most current technology available. No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. At the time of delivery and installation, the most current revision model of each type of equipment meeting or exceeding the requirements of this RFP shall be provided, regardless of the model offered in the proposal.

It is Louisville Metro's position that the Proposer should be capable of accurately projecting the technology that will be available on the market at the time of delivery. It is expected that the Proposers

will respond to this RFP accordingly. Louisville Metro has no intention of taking delivery of outdated or obsolete equipment. It is the intent of Louisville Metro to purchase the latest in current technology. If, however, the Proposer develops technology that was not known at the time of the Proposer's proposal, the Proposer shall provide to Louisville Metro any increase or decrease in the prices for any equipment or software changes required under the terms of this section for consideration by Louisville Metro, to be formalized in a change order. Louisville Metro will not be obligated to execute a change order in the event of an increase.

2.15. Technical Information/Exceptions

The Proposer shall furnish technical information, including graphs, charts, diagrams, photos, and instruction books, or other means to show that the equipment proposed fully complies with this RFP, free of charge with the proposal. In the event the published literature furnished by the Proposer is at variance with the requirements of any item of this RFP, the Proposer shall explain in detail, with full engineering support data, the reason why the proposed equipment will meet this RFP and not be considered an exception thereto. Any such variance must be noted in the proposal documentation upon submission, or Louisville Metro shall determine said variance non-conforming.

2.16. Proprietary/Confidential Information

The Proposer shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the Proposer is alerted that this marking is only an advisory and not binding on Louisville Metro.

2.17. Instruction Manuals

The Contractor shall deliver to Louisville Metro Project Manager three sets of instruction manuals sufficient to permit a duly qualified service technician to install, operate, and maintain the equipment purchased, where applicable. The manuals shall reflect the equipment as designed, built, and installed. The cost of these manuals shall be included in the equipment cost. These manuals shall also be delivered in electronic format.

2.18. Software Updates

When software updates or enhancements become available, the Contractor shall notify Louisville Metro of such availability as soon as possible following the manufacturer's announcement. Louisville Metro shall then have the opportunity to request installation of the new software, which shall be installed by the Contractor at negotiated prices. However, when such software releases are intended by the manufacturer as new releases or version updates, these releases shall be automatically installed by the Contractor upon prior approval by Louisville Metro without charge to Louisville Metro. Software updates for this system shall be supplied for a period of ten years following implementation, or so long as Louisville Metro continues to operate this system, whichever occurs first.

2.19. Delivery and Installation

The Contractor shall deliver all equipment and accomplish all installations for the project within 90 consecutive calendar days after date of issuance of the Notice to Proceed, unless Louisville Metro specifically agrees to a later schedule. The Proposer shall submit as part of the proposal a Gantt chart timeline illustrating each major implementation task.

2.20. System Acceptance and Performance Period

The equipment shall be individually tested for each major component and software category in accordance with the requirements outlined in Section 9 of RFP.

Acceptance testing shall be accomplished with Louisville Metro's Project Manager or designees present and participating in the testing for compliance. Louisville Metro shall make test compliance people available within 21 calendar days of notification by the Contractor.

Acceptance testing shall commence when all fixed equipment is completely constructed and all software modules have been installed (and necessary modifications made).

Should unanticipated delays in installation and acceptance testing of the various components of the system result in any slippage of the project schedule, it may become necessary to conduct a final system acceptance test once the final component has been installed and tested.

A reliability test period of 90 consecutive calendar days of successful error free operation after installation and performance verification shall constitute a successful performance period.

During the 90-day reliability test period, Louisville Metro shall utilize the system for its intended purpose (in-service use) to test all operational modes and equipment configurations, with the system fully loaded to peak activity, to ensure that all operational modes function properly and that all system "bugs" have been corrected. Louisville Metro shall not interpret the use of the system during this performance test period as "acceptance." Section 9 of this RFP contains additional requirements associated with reliability testing.

Successful operation is defined as the absence of any major failure of equipment or software, or equipment or software function, which results in the disabling of a major equipment item, resulting in the inability of the overall system to perform as specified. Minor failures, such as operational problems and adjustments normally encountered during implementation of a new system, shall not constitute a failure in achieving successful operation.

During the performance period, the Contractor shall establish and maintain the following documentation:

- Prepare and maintain a service/repair record system. Serial number and asset number shall be used to maintain each unit.
- Prepare and maintain a failure reporting system to ensure that all failures are reported properly to Louisville Metro. A failure log shall be available for inspection by Louisville Metro at all times. In addition, a formal failure report shall be submitted to Louisville Metro on a monthly basis and shall show for each failure: (1) the original complaint; (2) the problem actually found; (3) repairs performed; (4) itemized list of parts replaced; and (5) technician's name.

If the contract is negated because of failure of the equipment or software to operate successfully during the performance period, the Contractor shall provide Louisville Metro with the necessary packaging and shipping instructions, and Louisville Metro shall then cause the equipment to be shipped to the Contractor at no cost to Louisville Metro.

2.21. Payment Schedule

This effort is being funded through a Federal Grant, which is based strictly on reimbursement only.

The payment schedule will be negotiated as part of the contracted agreement for this effort, based upon the final scope and agreed implementation schedule.

2.22. Conditions to Final Payment

Final payment shall be made by Louisville Metro upon acceptance of all work fully completed under this contract. Louisville Metro shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of the contract, and in making this final estimate, neither Louisville Metro nor the Contractor shall be stopped by the periodic estimates aforesaid. From the sum total so found shall be deducted, firstly, all previous payments made to the Contractor, and secondly, all damages and proper charges under the contract. The Contractor shall execute a final receipt and release on a form to be provided by Louisville Metro. The acceptance by the Contractor of final payment shall be and shall operate as a release to Louisville Metro of all claims and all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of Louisville Metro and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor of his sureties from any obligations under the resulting contract or the Performance and Payment Bonds.

2.23. Additional Quantities

Quoted prices for equipment and software shall be valid for at least one year from the final system acceptance date. The Contractor is required to extend proposal prices beyond the initial one-year for purchase and delivery of additional equipment for future phases at a future date. After the one-year term has expired, prices will be derived from the Contractor's proposal price as identified in the pricing section of the proposal, using the Producer's Price Index for electronic components to calculate the price escalation. The Contractor will be required to provide current retail price guides for Louisville Metro staff on an as-needed basis.

2.24. Patents and Royalties

The Contractor warrants that the equipment and software furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Louisville Metro notifies the Contractor promptly of the receipt of any claim that the equipment or software infringes a United States patent or copyright and gives the Contractor information, assistance, and exclusive authority to settle and defend such claim, the Contractor at its own expense shall defend, or may settle, any suit or proceeding against Louisville Metro so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the equipment and software for the purpose intended is enjoined by any court of competent jurisdiction, the Contractor shall, at its expense and option, either procure for Louisville Metro the right to continue using the equipment and software, or modify the equipment and software so that it becomes non-infringing, or replace the equipment and software or portions thereof so that it becomes non-infringing.

Louisville Metro reserves the right to be actively involved in any litigation arising hereto.

2.25. Legal Requirements

The Contractor shall obtain for Louisville Metro any necessary licensing or approvals for operation of the system specified herein.

The Contractor shall be responsible for obtaining any necessary construction and installation permits and licenses. The Contractor shall prepare any licenses, permits, approvals, etc., for Louisville Metro's signature as necessary or required. The Contractor shall comply with all applicable local codes and ordinances without additional cost to Louisville Metro.

2.26. Equipment and Component List

A complete listing of all items of equipment and components of the system proposed shall be included in Section 3 of the proposal. The list shall show quantity, name of manufacturer, model number, and material description. If an equipment item has various options, the options that will be provided shall also be listed.

2.27. Project Management Responsibility

Primary responsibility for project management will belong to the Contractor; however, Louisville Metro will have a Project Coordinator who will oversee all project management activities conducted by the Contractor. The selected Contractor will be required to provide an on-site Project Manager. This individual will be responsible for managing all Vendor related implementation activities, including planning, acquisition, testing, installation and training. The Project Manager shall coordinate all work between the various parties involved (i.e., manufacturer, Subcontractors, installation company, etc.), and provide immediate liaison between the Contractor, Louisville Metro, and Louisville Metro's technical consultant. The Project Manager will also be responsible for coordinating with all other communications site Contractors to avoid interferences. The other Contractors will be required to provide a project manager and monthly status reports of their respective project schedules.

The Project Manager shall have the authority to make decisions concerning all aspects of the project (i.e., contractual, financial, technical, etc.). These decisions shall be made in the field without lengthy "chain-of-command" formalities. The Project Manager shall be supported by the Contractor's engineering/technical staff as necessary, commensurate with the size and complexity of this project. Louisville Metro reserves the right to disapprove, with reasonable cause, any individual designated as Project Manager before or after he or she is appointed. In the event of disapproval, the Contractor has the sole responsibility to provide a Project Manager who is acceptable to Louisville Metro.

The assigned Project Manager's name, resume, title, mailing address, and telephone numbers shall be provided by the Contractor in written form within 15 days of the signing of the contract. Regularly scheduled meetings between Louisville Metro and the Contractor's Project Manager shall begin three weeks before commencement of any on-site work and continue for the duration of the project.

The Contractor's Project Manager shall provide within three days of the meeting a written report to include the following minimum items:

- Work performed.
- Technical problems resolved.
- Technical problems encountered.
- Management issues resolved.
- Management problems encountered.
- Attendees.
- Technical/management items discussed.
- Action items.
- Project schedule.
- Fiscal report.

2.28. Use of Subcontractors

Vendors may wish to combine their resources in responding to this RFP. Louisville Metro requires that a Prime Contractor be identified who will have full responsibility for the project. If you propose a multi-Vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer.

No part of the contract shall be sublet without the approval of Louisville Metro. If the Contractor shall sublet any part of the contract, the Contractor shall be as fully responsible to Louisville Metro for the acts and omissions of the subcontractor and of the persons directly or indirectly employed by the subcontractor as the Contractor is for the acts and omissions of persons employed by himself.

Louisville Metro reserves the exclusive right to determine the relative importance of the work of each subcontractor, and, at its sole discretion, to require each subcontractor to appoint a Project Manager who shall meet all requirements established for the prime Contractor's Project Manager, including Louisville Metro's right to disapprove his or her assignment to the project, and the requirements for being on-site.

2.29. Delivery

All deliveries will be accepted F.O.B. destination unless otherwise stated. Freight and insurance shall be prepaid and absorbed by Vendor.

Title and risk of loss to all equipment not finally accepted shall revert to the Contractor upon notice by Louisville Metro that such equipment has not passed final acceptance. The Contractor shall remain responsible for loss or damage resulting from the acts or omissions of the Contractor, and its employees, agents, and Subcontractors.

The Contractor shall not be liable for loss or damage to equipment caused by the negligence of officers, agents, or employees of Louisville Metro acting within the scope of their employment, or as caused by Force Majeure.

Notwithstanding any of the above, title to software, including any third-party supplied software shall not pass upon payment of the license fee therefore, except that Louisville Metro shall obtain full ownership rights in all software expressly developed for this procurement. If the Contractor modifies or causes the modification of a proprietary software package, Louisville Metro shall obtain full ownership rights only with respect to the modification itself. The Contractor is required to deliver as part of the software documentation the source code(s) applicable to any software to which Louisville Metro obtains full ownership rights, notwithstanding any statement contained within the contract documents to the contrary.

2.30. Replacement Configuration

If Louisville Metro determines during the course of performance under the contract that the configurations proposed are unsuitable for their intended use, replacement configurations will be selected and approved by Louisville Metro. If any cost or schedule adjustments are necessary because of the replacement configuration, such adjustments will be the responsibility of the Contractor.

2.31. Compensation of Proposer's Employees, Subcontractors, & Suppliers

The Proposer specifically warrants and agrees that Proposer will be solely and exclusively responsible for compensating any of the Proposer's employees, Subcontractors, material men, and/or suppliers of any type or nature whatsoever and that no claims or liens of any type will be filed against any property owned by Louisville Metro arising out of or incidental to the performance of any services performed pursuant to this contract.

2.32. Independent Contractor

The relationship between the Vendor and Louisville Metro is contractual. It is not intended in any way to create a legal agency or employment relationship. The Vendor shall at all times maintain its status as

an independent Contractor, and both parties acknowledge that neither is an agent, partner, or employee of the other for any purpose.

The Vendor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and Louisville Metro shall have no control of or supervision over the employees of the Vendor or any of the Vendor's subcontractors. In this regard, the vendor shall have the sole obligation to secure any and all permits and/or licenses imposed by law, pay any and all charges or fees, and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Vendor shall not and shall have no authority whatsoever to obligate Louisville Metro to either make any payments to another party or make any promises or representation of any nature on behalf of Louisville Metro, without the specific written approval of Louisville Metro.

2.33. Trade or Brand name

When a trade or brand name for a particular article or object is specified it is meant only as a reference for standard and any other manufacturer of a similar article or object may meet the requirements if Proposers product is reasonably equivalent or better than that mentioned as the standard.

2.34. Changes in Work

Louisville Metro may at any time by written amendment to the contract make changes within the general scope of the work, including, but not limited to, revisions of, or additions to, portions of the work or changes in the method of shipment or packaging and place of delivery. If any order causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. However, the Contractor is not obligated to comply with any order unless and until the parties reach agreement as to the aforementioned equitable adjustment, and same shall be reflected as an amendment to the contract.

After contract award changes in the scope of work of the contract shall not be made, nor will any bills for changes, alterations, modifications, deviations, and/or extra orders be recognized or paid for except upon the advance written order from Louisville Metro.

2.35. Proprietary and Confidential Information

All proprietary computer programs will be released only in accordance with the Contractor's Software License/Service provisions contained within the contract documents, including the applicable agreements to be entered into between Louisville Metro and the Contractor governing Louisville Metro's use of software, or as required by Kentucky Statute or court order. All other material and information of a confidential nature as designated by the Contractor will be released as necessary under the following conditions:

- Louisville Metro shall exercise reasonable and prudent measures to keep these items in confidence to the maximum extent permitted under law.
- Louisville Metro shall not disclose confidential items without the Contractor's permission, unless the Contractor makes them public or Louisville Metro learns them rightfully from sources independent of the Contractor, or disclosure of said items is required for any of the reasons enumerated in paragraphs contained below.

- To the extent allowed by the provisions of the law, the Contractor, where necessary, retains the right to prescribe specific security measures for Louisville Metro to follow to maintain the confidentiality of items so designated by the Contractor.
- Notwithstanding the obligations on disclosure and confidentiality set forth herein, Louisville Metro may disclose confidential items to third parties where required pursuant to Kentucky Statute, or insofar as necessary to satisfy a proper court order, subpoena, litigation discovery demand, or administrative or regulatory proceeding.

2.36. Proposal Evaluation

The selection of the Proposer by Louisville Metro will be made based on responses to the Request for Proposal. Failure to provide adequate information to enable Louisville Metro to evaluate the Proposer’s proposed systems, and the incorporated features and functions, may result in the elimination of the entire response from further consideration.

2.37. Evaluation Criteria

Louisville Metro will conduct a comprehensive evaluation of all proposals in accordance with the weighted criteria set forth below.

Description	Weight
The degree to which the response meets the requirements stated within this Request For Proposal.	30
Customer references and past performance; experience, skills and ability to deliver the proposed system; location and accessibility to Louisville Metro for needed maintenance and troubleshooting of system; demonstration of the proposed solution; and the functionality and ease of use of the proposed system/solution.	30
The cost of the equipment, services, and proposed payment terms.	25
The proposed delivery and installation schedule.	15

3. EQUIPMENT AND INSTALLATION REQUIREMENTS

3.1. General

The equipment installation required by this RFP includes the following items as well as other attachments, hardware, software, and procedures as may be required to ensure a completed installation which is in accordance with the standards of good engineering practice and all building codes and ordinances in effect at the sites delineated in this RFP.

Specific installation practices set forth herein shall be followed unless the Proposer feels that they are not the best available practices or do not conform to code, in which case the Proposer shall state this in the response.

The Contractor shall install the equipment and connect the units to commercial/emergency AC power and uninterruptible power sources. Contractor shall also be responsible for labeling all connections.

The Contractor shall include all installation hardware supplies, brackets, braces, fasteners of all kinds, wiring, ancillary devices, procedures, and services required to install and/or interface components to provide a complete operating system that fulfills the requirements of this RFP.

The Contractor is required to adhere to FCC and all local codes and ordinances in all matters pertaining to the work.

All equipment and component parts installed shall be new, shall meet the requirements of this specification, and shall be in operable condition at the time of delivery. Louisville Metro shall approve the installation work prior to commencement of a particular phase of work. The Contractor shall provide a written description and layout drawings showing the proposed installation at least 14 days prior to beginning work at that site.

Rack mounting for network equipment or any other data communications equipment (i.e., modems, routers, etc.) requiring assisted installation may be accomplished by either of two methods: (1) special floor only mounting; or (2) a combination of floor and top mounting. The Proposer shall propose the recommended method and provide an option for any other recommended method. Louisville Metro shall select the preferred method prior to contract award. Racks shall not exceed 84 inches in height.

All aspects of the installation shall be planned and executed in a professional manner. Proposers shall inform themselves fully as to all facilities for delivering, storing, placing, handling, and disposing of materials. Access to the sites shall require prior coordination with Louisville Metro's Project Manager.

3.2. Cutover Plan

The Proposer shall describe a cutover plan in the RFP response. This plan shall include a chronological chart (Gantt-type format) with the tasks to be accomplished and the time for achievement of each task shown. A smooth operational transition from the old system to the new system is key. The Contractor shall be required to implement the plan as part of the written procurement contract.

The Contractor shall provide a detailed cutover plan 30 days prior to equipment installation. Louisville Metro shall approve the plan before commencement of installation.

The detailed cutover plan shall include a narrative description of the sequential cutover steps and a clear delineation of which tasks are the responsibility of the Contractor, which tasks are the

responsibility of Louisville Metro, and which tasks are the responsibility of others (i.e., the local telephone company).

The existing system shall remain operational during the cutover phase. The Contractor shall provide a phased implementation plan that will ensure that no current function is negatively impacted or impaired during system cutover to the new system.

3.3. Electrical Grounding

All equipment that can be electrically grounded without impairing performance shall be grounded. This shall include all servers, switches, metal conduit trays, racks, chassis, shelves, and transmission lines in accordance with this RFP.

The Contractor shall furnish and install the required grounding and bonding conductors and make connections to Louisville Metro-furnished grounding system at the Communications Center and remote communications sites. The conductors shall be #6 AWG copper wire or larger. Bonding conductors shall be used to bond together the various pieces of equipment, conduit, trays, etc.

Ground conductors shall be run as straight as possible with a minimum of bends (no 90-degree bends permitted). All electronic equipment shall be connected to the power and control line surge protection devices specified in this document.

3.4. Systems Installation

3.4.1. Quality Control Requirements

This RFP requires the establishment of a quality control system by the Contractor to ensure that hardware and software supplies and/or services meet the quality standards explicitly and implicitly specified in this RFP. The quality control system, including procedures, is subject to surveillance by Louisville Metro. Adherence to the quality control sub-specification and any procedure or document in implementation thereof shall not release the Contractor from any other requirements in this RFP.

The Contractor shall develop the quality control system and procedures. The Contractor's procedures used to implement the requirements of this sub-specification shall be subject to the approval of Louisville Metro. In the event of disapproval, the Contractor is solely responsible for devising new procedures that meet with the explicit approval of Louisville Metro.

The quality control system shall ensure that adequate control of quality is maintained throughout all areas of contract performance, including, as applicable, the receipt, identification, stocking, and issuance of material, the entire physical process of manufacture, packaging, shipping, storage, installation, and maintenance, and processes of software development including design structure, coding, testing, integration, and implementation.

All equipment, supplies, and services under the contract, whether manufactured or performed at the Contractor's facility or at any other source, shall be subject to control at such points as necessary to ensure conformity with the system and contractual requirements. The system shall provide for the prevention and ready detection of discrepancies and for timely and positive corrective action. The Contractor must make objective evidence of quality performance readily available to Louisville Metro.

3.4.2. Installation Support

The Contractor must provide specialized technical service personnel in areas such as communications, computer hardware and software, equipment service and repair, etc., as required by the project. All

technical service personnel must be fully qualified in their respective disciplines. All costs associated with the provisions of the technical support services, if any, are to be included in the proposal.

3.4.3. Description of Procedures

The Contractor shall provide and maintain a description of procedures for quality control. To the extent necessary, written inspection and test procedures shall be prepared to supplement the applicable drawings and specifications, and shall make clear the manner in which such inspection and test procedures are to be used.

Software development shall include model statements, data-flow diagrams, data dictionary, process specification, and object-relationship diagrams. The Contractor shall employ all accepted software development criteria and procedures as outlined and defined by ANSI/IEEE Standard Numbers 730, 828, 829, 830, 1008, and 1012. The description of the quality control system and all applicable inspection and test procedures shall be available to Louisville Metro prior to system acceptance.

The Contractor shall provide complete and comprehensive system installation and configuration documentation of all systems hardware, operating systems software, database software, applications software and any "middleware" software components of the system. This documentation must be sufficient for Louisville Metro's IS Division staff to re-install the system on substitute hardware to a functional status without direct Vendor assistance, in an emergency disaster recovery event.

3.4.4. Use of Contractor's Inspection Equipment

To determine conformity with contract requirements, the Contractor shall make available for reasonable use and at no cost to Louisville Metro, any testing devices, including electronic measuring instruments to determine data rate and effective throughput as well as software diagnostic devices. If conditions warrant, the Contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition. Any such use shall be under the direct supervision of the Contractor or its assigned representative.

3.4.5. Control of Subcontracted Supplies

The Contractor is solely responsible for ensuring that all supplies and services to apply to the contract or subcontracts conform to all system and contract requirements, whether manufactured or processed by the Contractor or procured from Subcontractors.

3.4.6. Subcontract Data

The Contractor shall ensure that applicable requirements are properly included or referred to in all subcontracts for supplies, equipment, and services and shall contain at least the following information:

- The applicable contract number and the name and address of Subcontractor and the consignee.
- A clear description of the supplies, equipment, and services ordered, including:
 - Specifications
 - Drawings
 - Process requirements
 - Preservation and packaging requirements
 - Classification of defects
 - Inspection instructions and;
 - Other necessary data.
- Requirements for qualification.
- Data necessary when provision is made for direct shipment from the Subcontractor to Louisville Metro sites.

3.4.7. Inspection at Contractor facility

Louisville Metro reserves the right to inspect, at the source, supplies, equipment, or services not manufactured or performed within the Contractor's facility.

3.4.8. Receiving Inspection

Subcontracted supplies shall be subject to inspection after receipt, as necessary, to ensure conformity with contract requirements. In conducting such inspection, consideration shall be given to the controls exercised by the Subcontractor at the source and evidence of sustained quality conformity. The Contractor shall provide procedures for withholding from use all incoming supplies pending completion of required tests or receipt of necessary test reports, except that supplies may be released when under positive control. The Contractor shall initiate corrective action with his Subcontractors upon receipt of non-conforming supplies as indicated by the nature and frequency of the nonconformity.

3.4.9. Special Processes

When approval or certification of processes, equipment, or personnel is required under the contract, the Contractor shall ensure that he and his Subcontractors are fully qualified prior to requesting approval.

3.4.10. Inspection of Supplies

Louisville Metro shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Louisville Metro. Any items rejected shall be removed from Louisville Metro premises and/or replaced at the entire expense of the Contractor.

3.4.11. Non-Conforming Supplies

Procedures shall be provided for the control of non-conforming supplies, including procedures for the identification, presentation, and disposition of reworked, repaired, or waived supplies.

The acceptance of non-conforming supplies is a prerogative of and shall be as prescribed by Louisville Metro. All non-conforming supplies shall, when practicable, be diverted from normal material movement channels. The non-conforming supplies shall be positively identified to prevent use until disposition is made. Holding areas mutually agreeable to the Contractor and Louisville Metro shall be provided. Louisville Metro shall not accept responsibility for non-conforming materials or supplies or any other materials prior to acceptance of the system.

3.4.12. Metro Furnished Material

When material or information is furnished or supplied for modification by Louisville Metro, the Contractor's procedures shall include at least the following:

- Examination upon receipt, consistent with practicability, to detect damage in transit.
- Inspection for completeness and proper type.
- Periodic inspection and precautions to ensure adequate storage conditions and to guard against damage from handling and deterioration during storage.
- Functional testing, either prior to or after installation, or both, as required by the contract to determine satisfactory operation.

3.4.13. Metro Damaged Material

The Contractor shall report promptly in writing to Louisville Metro any material furnished by Louisville Metro found damaged, malfunctioning, or otherwise unsuitable for use. In the event of damage or malfunction during or after installation, the Contractor shall determine and record probable cause and necessity for withholding material from use.

3.4.14. Storage

The Contractor shall provide adequate procedures for storage and control of supplies to be used under the contract to ensure preservation and treatment in accordance with applicable requirements. Procedures shall define inspections to be conducted at scheduled intervals. Louisville Metro will cooperate with the Contractor to offer local storage facilities, to the extent that they are available, at no cost to the Contractor, provided Louisville Metro is held harmless for all risk of damage or loss.

3.4.15. Quality Control Records

The Contractor shall maintain adequate records of inspections and tests throughout all stages of contract performance, including checks made to ensure accuracy of inspection and testing equipment and other control media. All quality control records shall be available for review by Louisville Metro and/or his agent, and copies of individual records shall be furnished to him and/or his agent when requested. The Contractor expressly agrees to furnish records requested within ten business days of notification by Louisville Metro and/or his agent.

3.4.16. Corrective Action

The Contractor shall take prompt action to correct conditions that might result in defective supplies or services. Use shall be made of feedback data generated and furnished by user activities, as well as that generated in the Contractor's facility.

3.4.17. Electrical Standards

All electrical operated devices provided or required by the Contractor, which will reside outside of the computer room environment, must operate using normal, standard 120VAC 15 ampere, grounded circuits. Appropriately sized uninterruptible power supply (UPS) units will need to be specified for such gear wherever needed for critical, non-interruptible service.

For all major equipment such as servers, server consoles, disk arrays, tape units, network hardware, etc., that will be located inside the computer room environment, and which will need special power connections such as high-amperage 120VAC, 208VAC, 230VAC, etc., these power requirements will need to be specified in the proposal. Uninterruptible power supply units capable of operating the servers plus all of their peripheral equipment for a minimum of 120 minutes, to cover generator startup delays, should also be specified in the proposal.

3.4.18. Grounding

All hardware and peripheral devices shall be mechanically and electrically grounded to prevent both user hazard and loss of data or hardware integrity due to external electrical impulse. The Contractor shall demonstrate knowledge of local storm and lightning phenomena, and show such methods of protection in selection of local data transmission mode (i.e., shielded cable, fiber optics, etc.).

3.4.19. Standards for Equipment Installation

Installation of all equipment will conform to best industry practices for like equipment. To ensure reliable operation and to enhance equipment service, repair, and replacement, Louisville Metro may require that equipment installations conform to standards that exceed normal industry practices. Installation standards to be followed will be prepared by Louisville Metro's Project Manager and will be reviewed with the Contractor for suitability. Installation of all other system equipment will be sole responsibility of the Contractor, and will be accomplished in such a way to cause the least impact or disruption to daily operations.

3.4.20. Equipment Installation Schedule

Proposers should be aware that installation of equipment at Louisville Metro sites must be scheduled. Scheduling of equipment installations will be done in a way that best meets the needs of Louisville

Metro. The Contractor and his Subcontractors must recognize that circumstances may arise which requires the rescheduling of equipment installations.

3.4.21. Site Clean Up Requirements

The Contractors will be fully responsible for all clean up tasks at the end of each workday at each site where equipment is being installed. The condition of each site will, at the end of each day, be restored as nearly as possible to its original condition. Items that must be left for the next day's work will be stored so that they will not impair normal operations.

3.4.22. Responsibility for Contractor Equipment

Contractors will assume complete responsibility for all tools, equipment, or other items that are the property of the Contractor and are being used during installation. Louisville Metro will not be responsible for lost or damaged items that the Contractor may leave at work sites for their own convenience.

3.4.23. Inspection of Equipment and Worksites

If applicable, Louisville Metro reserves the right to inspect and test all materials and equipment used in the development of the project. Quality assurance and control shall be maintained in a manner consistent with industry practices and as specified.

Louisville Metro may, at reasonable times, inspect the place of business, or worksite of a Contractor or Subcontractor at any tier that is pertinent to the performance of any contract awarded or to be awarded by Louisville Metro.

3.4.24. Protection of Metro Property

The Contractor shall continuously maintain adequate protection of all work from damage, and shall protect Louisville Metro's and/or any other property from injury or loss arising in connection with telephone or telegraph poles, conduits, etc., interfering with the work, notifying the several owners of the work to be done, and arranging for the future disposition of their property. All material, of whatever kind, encountered in, taken from the site of the work shall be the property of Louisville Metro, and shall be stored by the Contractor at the direction of Louisville Metro's Project Manager.

4. HARDWARE CONFIGURATION

4.1. General

The e-Subpoena/Court Notification system shall consist of all computer hardware, including servers, interface hardware, data communications hardware, cables, workstations, system software, application software, etc., necessary to meet the functional requirements contained herein. This includes all hardware, software, and ancillary equipment and services necessary and required to facilitate the functional interfaces identified in section 7 of this RFP.

The system shall be sized to retain all information on-line for a minimum of 2 years before being archived to tape or other proposed storage media. Louisville Metro highly desires to maintain information online for longer periods, dependent upon storage usage.

Louisville Metro desires longer retention times to allow easier on-line access to historical information for management reporting and historical access to past court records. Proposers shall discuss the capability of their proposed system to support the record retention needs of Louisville Metro for at least the next two years and beyond.

Proposers are required to provide a paragraph-by-paragraph response to each section indicating their ability to comply with the described requirement. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

4.1.1. Minimum Hardware Requirements

Louisville Metro seeks to purchase a "turnkey" system that will be usable and supportable for the next two years or longer, the system shall meet the following requirements at a minimum:

The computer hardware proposed shall be the manufacturer's most recent delivered model. Equipment at the middle or near the end of its life cycle will not be acceptable. The proposed system shall be directly expandable by adding hardware. The Proposer shall describe the scalability and expandability, indicating the related costs of the proposed system in terms of processors, main computer memory, disk drives, peripheral devices, and connectivity.

Proposers are required to provide all necessary racks, tables, stands, or other required mounting facilities for the proposed systems, consoles, communications, and/or network equipment consistent with their proposed configuration(s), as applicable. System components should be professional/commercial grade computer and connected to each other via a LAN wherever possible. The system shall be configured to include off-site backup server(s).

An outsourced solution would also be considered and should be included with this proposal, if one is available from the proposer.

4.1.2. Servers and Workstations Required

Servers	Workstations
<i>Based on the information provided in this RFP, Proposers shall include the recommended number of properly configured servers and related hardware, which is required to successfully implement and operate their solution.</i>	<i>Proposers shall include workstations and related hardware components to support all personnel involved in the issuance, receipt, response and tracking/reporting of e-Subpoenas.</i>

4.1.3. Minimum Hardware Configuration

Proposers shall meet or exceed the following minimum system hardware configuration requirements:

- One or more system servers shall be installed in the appropriate data center's equipment room.
- A redundant or fault-tolerant system server, with automatic fail-over configuration capability is desired.
- Offsite Backup Server – Louisville Metro requires an off-site backup server, or equivalent services, in the event of catastrophic failure at the location of the main server.
- The workstations shall be microcomputer or thin-client based, and communicate to the server(s) via a dedicated local area network. Functionality should be delivered to the end user via a web browser.
- The Contractor shall provide all necessary hardware, software, and cabling for connecting the server(s) and workstations to each other and the server(s) to the required interfaces.

4.2. System Components

4.2.1. Central Processing Units (CPU)

The system shall operate on redundant and/or fault-tolerant system hardware in order to provide the required system availability of 90 percent, with associated pricing given. Processor, memory, disk storage, and power supply redundancies will be required to achieve the desired system availability and protection of information. The system shall be configured such that operating a training/testing environment and/or running reports on the live data will not affect system response time.

4.2.2. Disk Storage Subsystems

Proposers are responsible for ensuring that the proposed system meets the requirements specified in section 4.1. Proposers shall indicate the expandability of the proposed disk systems and any methodology used to provide redundancy. The systems shall employ sufficient disks and required disk controllers to minimize points of failure.

If RAID technology is proposed, the Proposer will indicate the industry standard RAID specification level to which the subsystem complies. The subsystem must be hardware-based, as software-based "RAID-like" solutions are not acceptable. If RAID 5 is specified, the disk array will include at least four independent physical drives. The proposed disk controllers shall be RAID compliant with the level proposed and shall incorporate on-board cache memory. The Proposer will indicate if their solution incorporates any "extra" disks as "hot spares" which are automatically brought online if a disk in the array fails.

Proposers will also discuss if their proposed system will not only automatically bring a "hot spare" online but also automatically and transparently rebuild the data from the failed device onto the spare, and issue a notification alert (such as email, pager, etc) to the system administrator, of the disk failure event. Furthermore, Proposers will discuss whether or not their storage subsystem technologies support the ability to periodically perform instantaneous "snapshot" backups during the course of the day, in between the normal tape backup process.

The Contractor shall include any external array chassis for disk drives that are not incorporated within the available expansion bays of the computer system/server. Management software for the RAID system is to be specified and included in the proposal.

4.2.3. Workstations

Workstations shall use Microsoft Windows based products for the operating system. The latest service packs shall be installed at the time of system acceptance.

Dedicated status monitors shall be proposed as a part of the system configuration. These may be monitors attached to, and driven by, the workstations, as long as the responsiveness of the status monitors and/or the workstations does not experience degradation. When multiple display windows are provided, then a pending and an active incident window, plus a unit status window should be provided concurrently as a minimum number of windows, and no "backgrounded" window shall ever be allowed to interrupt any "foregrounded" window into which the end user is currently entering data.

Minimum Workstation Specifications

The Proposer shall specify the minimum specifications for all end user taker workstations including, but not limited to:

- Processor.
- Secondary cache memory.
- Disk storage.
- 19 -21-inch Flat Panel Display.
- LAN card.
- Keyboard & Mouse
- CD device.
- Uninterruptible Power Supply.
- Shall use a graphical user interface that provides point-and-click functionality.

4.3. System Availability Requirements

The system shall be available at a minimum of 90 percent of the time each year when measured on a 24-hour per day, seven day a week basis. Availability should at least be achieved through redundant systems with automated fail over capability, however, a truly fault tolerant system with automatic fail over capability is required. All the workstations located outside the data center will be connected to the system via the designated secure LAN/WAN.

4.4. Backup Facility

The Proposer shall include a backup server(s), and adequate workstations to be located at a designated back-up facility. Proposer shall also include recommended LAN/WAN connectivity requirements for this backup facility as well as power and UPS requirements. Periodic testing of the backup system shall not interfere with normal operations of the live environment.

4.5. Software Upgrade

The Contractor shall provide all necessary hardware with CD Drive capability to allow all operating system and all application software (applications, databases, middleware, etc) upgrades to be easily loaded into the systems. All software upgrades must be provided as part of the software maintenance agreement. The Proposer shall describe how and on what schedules they propose to provide software upgrades and must provide complete and comprehensive installation and configuration documentation for applying all software upgrades to the systems affected.

4.6. System Backup and Restoration Capability

The Contractor shall provide all necessary equipment and software to allow for full automated and scheduled, and manual on-demand backups, to offline media (tapes, optical storage, etc.) and for the restoration of operating systems, databases, applications and any other data from such backup media. The Proposer will fully explain and document how the backups/restorations are accomplished and what effect these operations have on the actively running environment. Backup systems that require the system to be removed from service ("cold backups") or placed in a degraded mode of operation for routine backups may be considered, but are not desired. "Hot backups" which do not adversely affect the performance and responsiveness of an actively running, live system are preferred.

Proposers will indicate the amount of automation available for routine backups, the amount of time that these operations will require, and the amount of operator intervention that will be required to accomplish this daily, or possibly multiple times daily. If the proposed backup system has such capability to support multiple "instantaneous snapshot backups" several times daily in between normally scheduled tape backups, then the Proposer will need to discuss this ability and any associated costs and operational impacts in depth. It is also required that the system automatically prepare a listing of all information that was moved to offline (or any "near-line/near-offline") storage devices, and any information that has been completely deleted/purged from the system.

4.7. Information Integrity

The integrity of the information within the system shall be maintained at all times. To meet the reliability requirements where dual or multiple disk drives are provided, the system shall dual-record all critical information; in addition, internal transaction-in-process queues shall be maintained. The system shall ensure that an aborted transaction, which may be due to program abort, hardware failure, or bad inputs, is removed from the database/files and the database/file is left in a consistent state. The system shall ensure database/file consistency in the event of a disk drive failure; and in the case of mirrored disk drives, both disks in the pair fail simultaneously. This may be accomplished by audit trail or via backup tapes, backup journals, or other similar approaches. Proposers shall fully explain how their proposed systems accomplish continued integrity of the stored information.

5. SYSTEM SOFTWARE AND SYSTEM SECURITY

5.1. Operating System Requirements

The system shall utilize Microsoft based products for operating system. Proposers shall indicate the operating system(s) used within their proposed configuration, and discuss the capabilities, and benefits of the proposed operating system(s).

5.2. System Level Software

All software applications, including operating systems, supplied shall be of the latest production version in current release unless otherwise specifically requested and authorized by Louisville Metro.

5.3. System Responsiveness

The system shall be able to support periodic substantial increases in e-subpoena processing without any system degradation.

The initial system hardware and software configuration shall be expandable to handle the anticipated increase of workload. The system, thus expanded, shall also allow for maintaining the system performance measures.

System files and tables shall be capable of being updated on-line without adversely affecting system performance. In addition, the backup of system files and information shall be capable of being done on-line without adversely affecting system performance.

5.4. System Security

The system must provide appropriate security controls to prevent unauthorized use of database, maintain database process controls, and log all database transactions. In addition, the system should provide security to limit availability to application software screens, data elements, and the contents of data elements where appropriate. Proposers shall provide specific information regarding the available security functions and features that are integrated or available within the proposed configuration.

The Proposer's system shall utilize various "security profiles" that would be unique to a specific user or group of users. Security profiles attributed to individual users or groups based on personnel classifications (i.e., court clerk, prosecuting attorney, defense attorney, police officer, etc.), allowing access to the various modules, applications, functions, data, and/or features of the system environment. An end user's security profile should determine the level of access allowed to the system. The higher the security level, the greater the number of functions available.

The system must be able to maintain a robust set of audit trail capabilities, including but not limited to being able to report all session logon and logout times, as well as report which users altered any system data and configurations with full date and time stamp indicators, and workstation identities from where those changes were performed.

The system shall allow for external VPN connectivity in support of Remote Access. The Proposer shall discuss what the safeguards are for protecting this external access.

5.4.1. Log-on

The system must support its own application security separate from operating system and/or network logins. The system cannot be accessed unless a valid application-based login and password are presented.

A valid login is required to access the applications. If it is not a valid login or password, the system shall display an error message and allow an agency-defined number of attempts. System administrators shall have the ability to define the number of invalid login attempts, after which the account can be locked. This lock event shall be logged, with a reason, and shall appear on an access report.

6. APPLICATION SOFTWARE FUNCTIONS

This section defers to the functional and technical requirements contained within Appendix D of this RFP. The selected contractor will be responsible for ensuring that the system is completely operational and ready to use in conformance with the requirements described in this RFP.

It is the intention of Louisville Metro to purchase primarily "off-the-shelf" or basic e-Subpoena/Court Notification software functionality, requiring a minimal amount of modifications necessary in order to support necessary functions and interfaces.

7. INTERFACES

In order to be a compliant proposal, a paragraph-by-paragraph response shall be provided to this section indicating compliance with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the Proposal.

The Proposer shall include for each Louisville Metro required interface, customer references that are successfully operational with similar interface. These customer references are to include contact information, vendor hardware/software interfaced with, and years interface has been in operation.

The Proposer shall include for each third-party interface which is part of the proposed solution, customer references that are successfully operational with similar interface. These customer references are to include contact information, vendor hardware/software interfaces with, and years interface has been in operation.

Note – where possible, the system shall provide integration using web services for the applications listed, where possible.

7.1. KYCourts System – Administered by the Administrative Office of the Courts

The KYCourts System, and the CourtNet application, are used by the various participants of the judicial process to coordinate and track court cases, court rooms, personnel assignments, etc. This currently is the source system from which District Court subpoenas are originated. It is anticipated that information would feed from KYCourts to the automated e-Subpoena/Court Notification system. There is also a requirement for service information to be sent back to populate KYCourts with updated information.

7.2. Computerized Case Management System Administered by the CAO

The Commonwealth Attorney's Office Computerized Case Management System is used by the various participants of the judicial process to coordinate and track court cases, court rooms, personnel assignments, etc. This currently is the source system from which Grand Jury and Circuit Court subpoenas are originated. It is anticipated that information would feed from the CAO system to the automated e-Subpoena/Court Notification system.

7.3. Louisville Metro Active Directory

The system shall be capable of interfacing with the Active Directory system used for log in and authentication for all personnel with access to the Louisville Metro Citynet network in the short term, and additional such structures in the long term.

7.4. Microsoft Exchange

The system shall be capable of interfacing with Louisville Metro's Microsoft Exchange email application in the short term, and other email systems in the long term. This system will be one of the methods of notification and communication within the new e-Subpoena process.

7.5. PeopleSoft Human Resource Systems

The system shall be capable of interfacing with Louisville Metro's PeopleSoft Human Resource system for resource information and time tracking/reporting.

7.6. Police Department's Police Administration Management System

The system shall be capable of interfacing with the in-house developed Police Administration Management System for the purpose of validating officer time and availability and for scheduling the officer for court appearances.

7.7. Corrections Inmate Management System

The system shall be capable of interfacing with the Louisville Metro Corrections Inmate Management System, allowing integration of data between the two systems.

8. TRAINING REQUIREMENTS

Training on all system functions will be provided by the Contractor prior to commencement of the reliability test period. Training will include sufficient information and experience to familiarize end user personnel with system features and operations for their particular assignments/roles in the e-Subpoena processes. Training will include, at a minimum, hardware operation, operating system maintenance utilities, and application software features. All training will take place within Louisville Metro.

The selected Vendor will be required to submit a detailed training plan, which will outline the objectives, needs strategy and curriculum to be addressed during training for end users. This plan will present the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training tasks that are necessary for the implementation of the system.

All training will be performed using document-based training materials. Such documentation, at a minimum, will include hardware user manuals, software operational texts, and tutorial examples. Since Louisville Metro intends to conduct all subsequent line-level training internally, it shall be necessary for the Contractor to grant Louisville Metro permission to reproduce any and all training materials for purposes of training Louisville Metro personnel. To the extent possible, all such training materials should be made available to the Louisville Metro in electronic format. All operational tasks to properly operate and maintain the total system will be included in such training.

Proposers shall provide a paragraph-by-paragraph response to this section indicating their ability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

8.1. Training

Louisville Metro will provide acceptable classroom space for training sessions. The Contractor will provide any and all instructional materials, media presentation devices, presentation media, and course instructors. Student to instructor ratios for any specific training session will be no greater than 20 to 1.

In addition to formalized training programs, the Contractor shall list any electronic utilities that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses.

In addition to initial training for operational level positions, Louisville Metro will require the Contractor to provide a train-the-trainer level course.

8.2. Training Schedule

The Contractor shall coordinate the training schedules with Louisville Metro 45 days prior to starting any training. The Contractor shall supply to Louisville Metro, for its approval, a sample of all training materials 30 days prior to the start of any training classes. (*Time frames specified are subject to change*).

8.3. System Operations/Administration

Training in system administration shall include all operating positions. Common functions include system functionality, workstation setup, system login, electronic messaging, and security procedures. Specific minimum position level training includes:

- Installation, configuration and features.
- Security concepts.
- User definition and maintenance
- Monitor functions and reports.
- Backup procedures.
- Failure mode procedures.

This training must cover all above listed aspects of this particular system. It shall also include all functions and architecture, and include instruction on operation under normal, alternative, and exceptional conditions. All infrastructure components will be included.

8.4. Minimum Personnel Training Requirements

The Contractor shall supply instructing personnel and involved participants with training and experience on the functionality supplied under these requirements, and all the necessary instructional materials. All manuals, handouts, and other printed materials shall become the property of the attendees. The Contractor shall provide all materials and equipment necessary to perform the training, and shall utilize actual equipment.

8.5. System Administration and Maintenance Training

The training shall be scheduled at least 90 days (*subject to change*) in advance for a minimum of two maintenance personnel, and shall include, but not be limited to, the following:

- Distribution of training literature in hard copy and electronic format.
- A presentation of the equipment/system theory, configuration, and features.
- A description of routine maintenance procedures and troubleshooting techniques.
- A question and answer session.

The Contractor shall provide all materials and equipment necessary to perform the training, and shall utilize actual equipment. Following training, the Contractor shall provide two sets of instruction manuals sufficient to permit a duly qualified service technician to install, program, operate, and maintain the equipment purchased.

9. ACCEPTANCE TEST PROCEDURES

Proposers shall provide a paragraph-by-paragraph response to this section indicating their capability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

To ensure appropriate testing, Louisville Metro requires the selected Vendor to provide a comprehensive acceptance test plan (ATP). This ATP will be prepared and submitted to Louisville Metro for approval after contract signing. Vendor will be required to submit example acceptance test plan with their proposal.

Proposers shall fully describe their approach to testing and how the testing goals outlined in the following sections shall be met. Proposers shall also describe the process, procedures and software tools they shall use in identifying, tracking, testing, and correcting deficiencies in the system software and associated documentation.

9.1. Functional Acceptance Test

Part of the project activity includes a system design to determine exact process flow and functionality. The design will be accomplished by relying on published capabilities of the Contractor.

The functional acceptance test will be conducted to verify that the systems installed provide the expected functional capabilities in accordance with the system design criteria. The Contractor will be expected to demonstrate to Louisville Metro that each function and option operates according to the system design documentation. Should any failures be identified during the test, the Contractor will have a reasonable opportunity to correct the deficiencies, after which a retest may be scheduled.

Louisville Metro, at its sole discretion, will require a retest of the failed functions, or may elect to require the Contractor to conduct a complete retest. This process will continue until all functions have passed or it becomes obvious that the system under test will not support one or more functions that it was designed to accomplish. Louisville Metro may decide to negotiate a settlement with the Contractor, or take other steps as deemed appropriate. To ensure that the systems purchased are the most beneficial to Louisville Metro, a functional test similar to the above test may be required before the completion of proposal evaluation and Proposer selection. Proposers must be prepared to conduct such tests for the proposed system upon notification by Louisville Metro. Adequate preparation times will be provided.

9.2. Throughput Acceptance Test

The Contractor must conduct and pass system throughput performance tests. These tests will verify that the installed systems will meet the expected throughput capability and provide the expected operational speed and growth potential.

The throughput test must exercise every component of the System. Should any failures be identified during the test, the Contractor will have a reasonable opportunity to correct the deficiencies, after which a retest may be scheduled. Louisville Metro, at its discretion, will require a retest of the failed functions or may elect to require a complete retest. This process will continue until all functions have passed or the system fails to provide the throughput required by Louisville Metro.

Proposers shall provide details in their proposal(s) on how acceptance tests will be conducted. Final agreement on test procedures will be accomplished during contract negotiations.

System throughput testing will involve sufficient transactions to validate the capabilities of the system. All subsystems will be exercised during this test. The Contractor shall prepare a test script designed to exercise every component of the system. As an alternative, Louisville Metro will be responsible for providing the necessary manpower to conduct the test.

A throughput test similar to the above test may be required before the completion of proposal evaluation and Vendor selection. Proposers must be prepared to conduct similar tests for the proposed systems upon notification by Louisville Metro. Adequate preparation times will be provided.

9.3. Reliability Acceptance Test

Louisville Metro will test the installed systems to ensure that they meet the Contractor's claims for reliability or Louisville Metro's own minimum standards for reliability, whichever is greater. The reliability test will last a minimum of 90 consecutive calendar days against the following items:

- Hardware and related equipment.
- Software and related components.
- Hardware and related equipment will be expected to perform at a 90 percent level of reliability, with a maximum of two periods of down time resulting from hardware or related equipment failures.
- Software will be tested during the same period. A maximum of two software component failures will be permitted during the 90-day testing period. Should the same software component fail more than once during the test, the Contractor must replace the software component. The repair/maintenance procedures in effect during the test will be the same repair/maintenance procedures that will be in effect during normal system operation after final system acceptance.
- Under no circumstances should it take longer than two hours to return the system to full service using swap-out procedures. If at any time spares are unavailable when needed, the test will be considered a failure. Any corrective redesign necessary to meet reliability requirements is the responsibility of the Contractor, and shall be accomplished without cost to Louisville Metro.

In the event of a failure during any part of the test, testing must be restarted completely. If Louisville Metro officials feel that the test will never be successfully completed (after a minimum of three executions); Louisville Metro may take action as specified above.

Each Proposer shall provide details in their proposal(s) on how acceptance testing will be conducted. Final system testing procedures will be mutually agreed upon prior to system testing.

During the reliability test period, the Contractor shall provide replacement parts, materials, and qualified personnel to service the failed equipment at the sites of work within one hour after notification of a major equipment failure as reported to the Contractor. The Contractor shall have sufficient personnel and parts available to maintain the equipment so that the equipment can be repaired within eight hours after notification of equipment failure. This provision shall apply on a working-hour basis of 24 hours per day, seven days per week (including holidays).

9.4. System Acceptance Test Documentation

Before training and acceptance testing, an operational guide or manual, including "as-built" drawings and other appropriate material, shall be delivered in sufficient detail to explain the function(s) and order of sequence required to establish and maintain proper operation. Hard copy and electronic format will be required.

10. SYSTEM DOCUMENTATION

10.1. Technical/Maintenance Documentation

The selected Vendor shall be required to provide one electronic copy (of each) and one complete printed set (of each) of the System Maintenance Manual, and Operations Manual.

Additional technical documentation to include, but not limited to:

- Maintenance Plan
- Data Flow Diagrams
- File Structures
- Data Dictionaries
- Language References
- Screen Forms

All documentation shall be delivered to the Louisville Metro Project Manager.

Any hardware or software changes made to the system shall require the related technical documentation be updated to reflect the changes. Louisville Metro requires the ability to reproduce copies as deemed necessary and to modify the documentation as required in the future. The Vendor shall grant Louisville Metro the right to produce unlimited quantities of any generic and custom documents for their use and its users.

Proposers shall provide a paragraph-by-paragraph response to this section indicating their ability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

10.1.1. Technical Documentation Required as Part of Proposal Submission

Proposers shall include the following technical documentation with each *copy of the proposal*:

- Itemized Equipment List For System Configuration
- Implementation Plan
- Cut-Over Plan
- Example Acceptance Test Plan
- Examples of Standard System Reports

10.2. System Manuals

To ensure operational efficiency, Louisville Metro will require various system manuals.

The selected Vendor will be required to provide in hard copy and electronic format, in addition to the documents listed above in 10.1, the following:

- Systems Administrator Manual
- Users Manual

11. SYSTEM SUPPORT, MAINTENANCE AND WARRANTY

Proposers shall provide a paragraph-by-paragraph response to this section indicating their ability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate appendix of the proposal.

11.1. Warranty of Hardware and Equipment

The duration of the warranty period shall be three-year parts and labor for all hardware and equipment. The warranty period shall begin upon formal acceptance of the system. This warranty shall cover both parts and labor. The Contractor shall warrant and guarantee further that the equipment furnished hereunder is of good workmanship and materials, and that the same is properly designed, operable, and equipped for the proposed use by Louisville Metro and is in strict conformity with the detailed requirements. Should the Contractor fail to remedy any failure or defect within 30 consecutive days after receipt of notice thereof, the parties shall meet and discuss an extension of time which may be fair and equitable under the circumstances, failing which Louisville Metro shall have the right to replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.

11.2. Warranty for Contractor Supplied Software

Louisville Metro requires a minimum one-year warranty on all Contractor supplied software starting from the date of formal acceptance of the system. The Contractor shall warrant that all Contractor-supplied software is fully operational, efficient, and free from defect for one year. In the event any such reproducible and/or recurring software defects become evident within the warranty period, the Contractor shall correct the defect. The Contractor shall be responsible for correcting all software defects in a timely manner, at no additional cost to Louisville Metro, for the period of one year or as long as a maintenance agreement is in force.

11.3. Warranty on Additional Equipment

Warranty on any additional system hardware or software purchased after acceptance of the initial system will be for not less than 12 months after the date the hardware or software is accepted and placed in service.

11.4. Maintenance during the Warranty Period

The Proposer shall describe in the proposal how system and equipment maintenance and repair will be handled during the warranty period. During the warranty period, the Contractor will respond to all maintenance related calls or notifications of system malfunction at no additional cost to Louisville Metro.

Warranty service shall be on a 24-hour per day, 7-day per week basis. The Contractor will have qualified technicians available to respond to major system malfunctions within one hour and to minor system malfunctions within two hours during the warranty period.

A major system malfunction is defined as one in which the entire system is out of service or in which system functionality is degraded to the point that the system is not substantially providing the level of usage required. A minor system malfunction is defined as one in which some system features are inoperative, not rendering the entire system unusable or significantly degraded. Louisville Metro reserves the right to decide whether a system malfunction is classified as major or minor.

Acceptance of the work of the Contractor upon completion of the project shall not preclude Louisville Metro from requiring strict compliance with the contract, in that the Contractor shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The one-year limit specified above shall not void or limit this requirement for little-used features or functions.

All applicable equipment must conform to all Underwriters Laboratories requirements for, specifically U.L. Standard 114. Such evidence shall be required of the Proposer prior to award of contract.

11.5. Alternate Service under Warranty

If it becomes necessary for Louisville Metro to require the services of another Contractor for warranty related work, due to inability or failure of the original Contractor to perform such work, the Contractor shall reimburse Louisville Metro for all invoices for labor, materials required, and the shipping/handling costs thereof to perform such services, within 30 days from presentation of such invoices. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem(s). The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

11.6. Maintenance Following Warranty Period

The Proposer shall include in the proposal prices for five annual maintenance periods of follow-on maintenance. The first year of maintenance begins 12 months after system acceptance, which is the duration of the warranty period. Louisville Metro requires that any increase in price for successive annual maintenance periods not exceed 4% annually, for all software and hardware related products.

11.6.1. Hardware

The Contractor will be required to provide system and equipment maintenance support to Louisville Metro during and after expiration of the warranty period. Louisville Metro will require a response time of no more than one hour for a "Major" failure of the system and no more than two hours for a "Minor" failure of the system. The Proposer shall provide the following minimum information about its various maintenance approaches for each of the following system components:

- Servers & Workstations.
- Storage & Backup Subsystems.
- Communications Devices
- Additional Supporting Components Required For Efficient System Operation.

The Proposer shall describe the scope of maintenance coverage and types of programs available to Louisville Metro. The Proposer shall discuss a Preventive Maintenance (PM) schedule and estimate the amount of non-scheduled maintenance (system downtime) for each component of the proposed system.

11.6.2. Maintenance of Contractor Furnished Software

Louisville Metro requires that the Contractor maintain all Contractor-furnished software in a reliable operating condition, and incorporate the latest software changes applicable to the installed system. The Contractor will describe the nature of his software maintenance coverage and program for maintaining reliable, efficient, and current software. The maintenance contract pricing shall include providing and installing any system software patches, upgrades, enhancements, etc., developed by the software manufacturer during the maintenance contract period.

11.6.3. Maintenance for Discontinued Hardware or Equipment Component

In the event that the manufacture of any hardware or equipment component of the system is discontinued by the original equipment manufacturer, the Contractor will agree to provide continuous support and maintenance for the life of the original warranty.

12. PRICING INSTRUCTIONS AND PROPOSAL FORMS

1. The Vendor shall complete the price sheet provided in Appendix D of this RFP. Vendor shall submit one cost for total system. System shall include all products and services listed in section 16.1.1 of the pricing sheet.
2. The Vendor shall include additional pricing in section 16.12 of the same price sheet for optional maintenance. Louisville Metro requests annual costs for extended maintenance services as described in Section 11 for a period of five (5) years to commence when the 12-month warranty period expires. Maintenance costs for each year cannot exceed a 4% increase.
3. The Vendor shall include pricing information in section 16.13 of the price sheet for modification services. Louisville Metro request that the Vendor include labor categories applicable to this project and their respective rates. These rates shall be used in the event Louisville Metro wishes to acquire additional services from the contractor for system modification.
4. The Vendor shall include descriptions for supplemental and the respective costs in section 16.14 of the price sheet. Costs for each course should be on a per-student basis. This information shall be used in the event that Louisville Metro desires additional training offered by the vendor.
5. Vendors shall complete all the proposal forms presented in the following appendices. These forms must be submitted with your proposal. Each form has related instructions on what information is required. Please be sure you read and understand prior to completing.

13. APPENDIX A – VENDOR REFERENCE PROFILE FORM

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

Reference Profile	
Agency Name:	Population Served:
Agencies Served:	
Products Installed:	
<u>Reference Point of Contact:</u> Name: Address: E-mail: Phone:	Avg. No. of Subpoenas Served:
	No. of Workstations:
	No. of Field Personnel:
	Date of Project Commencement:
	Date of Project Completion:
<u>Description of Solution and Services Provided:</u> <div style="height: 200px;"></div>	

14. APPENDIX B – ASSUMPTIONS, CONSTRAINTS, AND EXCEPTIONS

Vendors shall list any Assumptions, Constraints, or Exceptions they may have as it pertains to this RFP. Additional space may be added if required.

<u>Assumptions:</u>
<u>Constraints:</u>
<u>Exceptions:</u>

15. APPENDIX C – PROPOSAL PRICING INFORMATION

Pricing Sheet	
e-Subpoena/Court Notification System	
<i>Component Description</i>	<i>Price</i>
Integrated software per the system requirements outlined in this RFP.	
Hardware and associated equipment needed for supporting and operating the software.	
Development of Interfaces in accordance with the interface requirements outlined in Section 7 of the RFP.	
Implementation and Installation Services for all hardware and software components of the integrated system to include the configuration of forms, reports, and other agency-specific items.	
User Training for end-users and System Administrators and Support Personnel.	
System Documentation to include technical documents and system manuals.	
Maintenance Services free of charge during the system warranty period.	
TOTAL:	\$
15.1.1. <u>OPTIONAL Maintenance Services</u>	
Enter the yearly cost for maintenance services as described in Section 11 for 5 years to commence when the 12 months warranty period expires. Please note, maintenance costs for successive years cannot exceed a 4% increase.	
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

15.1.2. OPTIONAL Modification Services

Please enter the labor categories applicable to this project and their respective rates in the rows below. These rates shall be used in the event Louisville Metro wishes to acquire additional services from the contractor for system modification.

	\$
	\$
	\$
	\$
	\$

15.1.3. OPTIONAL Training

Please enter any additional courses and their respective costs the Proposer wishes to offer the Louisville Metro Government in the rows below. Provide a short description of the course and the number of classroom hours per student required to complete the course. Costs for each course should be on a per-student basis.

	\$
	\$
	\$
	\$

16. APPENDIX D – FUNCTIONAL AND TECHNICAL REQUIREMENTS

1.0 DISTRICT COURT REQUIREMENTS

ID	Requirements	Comments / Notes
1.01	Ability to capture names of officers and/or witnesses identified for each specific court case.	
1.02	Ability to capture court case number, court date, court room, and other pertinent data required for creation of the subpoena.	
1.03	Ability to review officer availability for court date/time selected.	
1.04	Ability to record officer/witness assignment to court appearance.	
1.05	Ability to modify officer/witness assignment to court appearance.	
1.06	Ability to interface with KYCourts to receive court appearance schedule information.	Retrieval would require database access. Will most likely receive data via an interface.
1.07	Ability to generate e-subpoena with required information, including case number, court date/time, court room, officer/witness name, officer/witness address, officer availability/status, officer's superior, etc.	Required information must include date of issuance and name of circuit court clerk.
1.08	Ability to print hard copy version of subpoena for case file.	Hard copy of subpoena not needed until served.
1.09	Ability to electronically deliver e-subpoena to recipient officer/witness.	
1.10	Ability to electronically notify officer's superior of e-subpoena delivery.	
1.11	Ability to capture receipt of e-subpoena delivery to officer/witness.	
1.12	Ability to capture receipt of e-subpoena notification delivery to officer's superior.	
1.13	Ability to capture officer/witness' confirmation of availability to attend case/court on assigned date/time as electronic signature.	
1.14	Ability to capture officer/witness' request for continuance.	
1.15	Ability to route officer's request for continuance to superior.	
1.16	Ability to capture officer's superior's acceptance of request for continuance and route to KYCourts clerk for processing.	Not sure this should be clerk's function.
1.17	Ability to print hard copy version of request for continuance for case file.	

ID	Requirements	Comments / Notes
1.18	Ability to capture officer's superior's denial of request for continuance and route back to officer for review.	
1.19	Ability to capture officer's appeal with reason for request for continuance, and route to superior.	
1.20	Ability to capture officer's superior's acceptance of appeal with reason for request for continuance and route to KYCourts clerk for processing.	
1.21	Ability for KYCourts clerk to reply to officer with status for request for continuance.	
1.22	Ability to withdrawal e-subpoena and record reason for withdrawal.	
1.23	Ability to issue continuance e-subpoena to officer/witness and officer's superior.	In the event the case is rescheduled
1.24	Ability to print continuance e-subpoena for case file.	Hard copy of continuance subpoena not needed until served.
1.25	Ability to record officer/witness has been served.	Would like for service information populate to KY Courts
1.26	Ability to print confirmation that officer/witness has been served for case file.	Includes thermal printers. Confirmation not needed for clerk, served subpoena will serve as confirmation.
1.27	Ability to capture officer name and time of attendance for case/court appearance.	

2.0 GRAND JURY REQUIREMENTS

ID	Requirements	Comments / Notes
2.01	Ability to receive case from District Court.	
2.02	Ability to receive a request for Direct Submission.	
2.03	Ability to input case into CAO Computerized Case Management System.	CAO - Commonwealth Attorney's Office
2.04	Ability for Grand Jury staff to schedule the case on Grand Jury calendar.	
2.05	Ability to review officer availability for court date/time selected.	
2.06	Ability to generate e-subpoena with required information, including case number, court date/time, court room, officer/witness name, officer/witness address, officer availability/status, officer's superior, etc.	
2.07	Ability to print hard copy version of subpoena for case file.	
2.08	Ability to electronically deliver e-subpoena to recipient officer/witness.	Must include non-LMPD police departments (e.g., Shively, St. Matthews, Jeffersontown, etc)
2.09	Ability to electronically notify officer's superior of e-subpoena delivery.	
2.10	Ability to capture receipt of e-subpoena delivery to officer/witness.	
2.11	Ability to capture receipt of e-subpoena notification delivery to officer's superior.	
2.12	Ability to capture officer/witness' confirmation of availability to attend case/court on assigned date/time as electronic signature.	
2.13	Ability to capture officer/witness' request for continuance.	
2.14	Ability to route officer's request for continuance to superior.	
2.15	Ability to capture officer's superior's acceptance of request for continuance and route to Grand Jury clerk for processing.	
2.16	Ability to print hard copy version of request for continuance for case file.	
2.17	Ability to capture officer's superior's denial of request for continuance and route back to officer for review.	
2.18	Ability to capture officer's appeal with reason for request for continuance, and route to superior.	
2.19	Ability to capture officer's superior's acceptance of request for continuance and route to Grand Jury clerk for processing.	
2.20	Ability for Grand Jury clerk to reply to officer with status for request for continuance.	
2.21	Ability to withdrawal e-subpoena and record reason for withdrawal.	
2.22	Ability to issue continuance e-subpoena to officer/witness and officer's superior.	In the event the case is rescheduled

ID	Requirements	Comments / Notes
2.23	Ability to print continuance e-subpoena for case file.	
2.24	Ability to record officer/witness has been served.	
2.25	Ability to print confirmation that officer/witness has been served for case file.	
2.26	Ability to capture officer name and time of attendance for case/court appearance.	

3.0 CIRCUIT COURT REQUIREMENTS

ID	Requirement	Comment / Notes
3.01	Ability for prosecutor to identify case and officer(s)/witnesses to be subpoenaed and the type of court appearance.	
3.02	Ability to input case into CAO Computerized Case Management System.	CAO - Commonwealth Attorney's Office
3.03	Ability for Prosecutor to schedule the case on the Circuit Court calendar.	
3.04	Ability to review officer availability for court date/time selected.	
3.05	Ability to generate e-subpoena with required information, including case number, court date/time, court room, officer/witness name, officer/witness address, officer availability/status, officer's superior, etc.	
3.06	Ability to print hard copy version of subpoena for case file.	
3.07	Ability to electronically deliver e-subpoena to recipient officer/witness.	Must include non-LMPD police departments (e.g., Shively, St. Matthews, Jeffersontown, etc)
3.08	Ability to electronically notify officer's superior of e-subpoena delivery.	
3.09	Ability to capture receipt of e-subpoena delivery to officer/witness.	
3.10	Ability to capture receipt of e-subpoena notification delivery to officer's superior.	
3.11	Ability to capture officer/witness' confirmation of availability to attend case/court on assigned date/time as electronic signature.	
3.12	Ability to capture officer/witness' request for continuance.	
3.13	Ability to route officer's request for continuance to superior.	
3.14	Ability to capture officer's superior's acceptance of request for continuance and route to Grand Jury clerk for processing.	
3.15	Ability to print hard copy version of request for continuance for case file.	
3.16	Ability to capture officer's superior's denial of request for continuance and route back to officer for review.	
3.17	Ability to capture officer's appeal with reason for request for continuance, and route to superior.	
3.18	Ability to capture officer's superior's acceptance of request for continuance and route to CAO clerk for processing.	CAO - Commonwealth Attorney's Office
3.19	Ability for CAO clerk to reply to officer with status for request for continuance.	
3.20	Ability to withdrawal e-subpoena and record reason for withdrawal.	

ID	Requirement	Comment / Notes
3.21	Ability to issue continuance e-subpoena to officer/witness and officer's superior.	In the event the case is rescheduled
3.22	Ability to print continuance e-subpoena for case file.	
3.23	Ability to record officer/witness has been served.	
3.24	Ability to print confirmation that officer/witness has been served for case file.	
3.25	Ability to capture officer name and time of attendance for case/court appearance.	

4.0 FAMILY COURT REQUIREMENTS

ID	Requirement	Comment/Notes
4.01	No specific requirements identified to date.	

5.0 JUVENILE COURT REQUIREMENTS

ID	Requirement	Comment / Notes
5.01	Ability to serve e-subpoena within the first 48 hours.	
5.02	Any and all subpoenas served to a juvenile must remain confidential.	

6.0 ADMINISTRATIVE OFFICE OF THE COURTS

ID	Requirement	Comment / Notes
6.01	Ability to view e-Subpoenas issued.	Subpoena must be issued by Circuit Court Clerk, signed, but otherwise in blank (RCr 7.02)
6.02	Ability to view e-Subpoenas served.	
6.03	Ability to view e-Subpoenas issued but not served.	
6.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	Clerks/Court may be interested in this ability, but new system should report info back to court electronically
6.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	Courts to consider electronic notification if feasible within the Criminal Rules
6.06	Ability to effectively manage continuances, withdrawals, and reissuance of subpoenas without interrupting court scheduling and case processes	Judges likely will need to grant continuances unless business rules agreed to in advance (Some concerns exist as to who initiates request for continuance)

7.0 JEFFERSON COUNTY CLERK'S OFFICE

ID	Requirement	Comment / Notes
7.01	Ability to view e-Subpoenas issued.	Subpoena must be issued by Circuit Court Clerk, signed, but otherwise in blank (RCr 7.02)
7.02	Ability to view e-Subpoenas served.	
7.03	Ability to view e-Subpoenas issued but not served.	
7.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	Clerks/Court may be interested in this ability, but new system should report info back to court electronically
7.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	Courts to consider electronic notification if feasible within the Criminal Rules
7.06	Ability to effectively manage continuances, withdrawals, and reissuance of subpoenas without interrupting court scheduling and case processes	Judges likely will need to grant continuances unless business rules agreed to in advance (Some concerns exist as to who initiates request for continuance)

8.0 JEFFERSON COUNTY ATTORNEY'S OFFICE

ID	Requirement	Comment / Notes
8.01	Ability to view e-Subpoenas issued.	
8.02	Ability to view e-Subpoenas served.	
8.03	Ability to view e-Subpoenas issued but not served.	
8.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	
8.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	
8.06	Full functionality as detailed for District Court.	
8.07	Full functionality as detailed for Circuit Court.	
8.08	Full functionality as detailed for Family Court.	
8.09	Full functionality as detailed for Juvenile Court.	

9.0 COMMONWEALTH ATTORNEY'S OFFICE

ID	Requirement	Comment / Notes
9.01	Ability to view e-Subpoenas issued.	
9.02	Ability to view e-Subpoenas served.	
9.03	Ability to view e-Subpoenas issued but not served.	
9.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	
9.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	
9.06	Full functionality as detailed for District Court.	
9.07	Full functionality as detailed for Circuit Court.	
9.08	Full functionality as detailed for Family Court.	
9.09	Full functionality as detailed for Juvenile Court.	
9.10	Full functionality as detailed for Grand Jury.	

10.0 JEFFERSON COUNTY SHERIFF'S OFFICE

ID	Requirement	Comment / Notes
10.01	Ability to view e-Subpoenas issued.	
10.02	Ability to view e-Subpoenas served.	
10.03	Ability to view e-Subpoenas issued but not served.	
10.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	
10.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	
10.06	Ability to view e-Subpoenas issued for officers/deputies.	
10.07	Ability to resolve scheduling conflicts between court and shifts.	
10.08	Ability for officers/deputies to request continuances.	
10.09	Ability to route request for continuance to superiors for approval/denial.	
10.1	Ability to view "status" of requests for continuance.	
10.11	Ability to notify officers/deputies of court appearances.	
10.12	Ability to notify officers'/deputies' superiors of court appearances.	
10.13	Ability to send reminders to officers/deputies/superiors for upcoming court appearances.	
10.14	Ability for officers/deputies to confirm receipt of e-subpoenas.	
10.15	Ability to send notifications via email, system messages, and voice messages.	
10.16	Ability to confirm receipt of notifications for court appearances.	
10.17	Ability to track officer/deputy attendance for court appearances.	
10.18	Ability to track officer/deputy time spent for court appearances.	

11.0 LOUISVILLE METRO POLICE DEPARTMENT

ID	Requirement	Comment / Notes
11.01	Ability to view e-Subpoenas issued for officers.	
11.02	Ability to compare court schedules to shift schedules.	
11.03	Ability to resolve scheduling conflicts between court and shifts.	
11.04	Ability for officers' superiors' to approve or deny request for court appearance based on shift and coverage minimums.	
11.05	Ability for officers to request continuances.	
11.06	Ability to route requests for continuance to superiors for approval/denial.	
11.07	Ability to view "status" of requests for continuance.	
11.08	Ability to notify officers of court appearances.	
11.09	Ability to notify officers' superiors of court appearances.	
11.10	Ability to reschedule shifts based on court appearances.	
11.11	Ability to monitor shift coverage based on required minimums impacted by court appearances.	
11.12	Ability to alert shift sergeants of failure to meet minimum staffing due to court appearances.	
11.13	Ability to schedule officers for court, providing case number, court room, and other pertinent details.	
11.14	Ability to send reminders to officers/superiors for upcoming court appearances.	
11.15	Ability to track issued e-subpoenas.	
11.16	Ability to track served e-subpoenas.	
11.17	Ability to track issued e-subpoenas that have not yet been served.	
11.18	Ability for officers to confirm receipt of e-subpoenas.	
11.19	Ability to secure the e-subpoena process, with tracking and verification data available for review and reporting.	
11.20	Ability to send notifications via email, system messages, and voice messages.	
11.21	Ability to confirm receipt of notifications for court appearances.	
11.22	Ability to track officer attendance for court appearances.	
11.23	Ability to track officers' time spent for court appearances.	
11.24	Ability to interface with payroll system for court pay.	
11.25	Ability to view case disposition.	
11.26	Ability to notify officers of changes to court appearances (e.g., rescheduled, dismissed, etc)	
11.27	Full functionality as described above should also be made available to Corrections officers.	

12.0 REPORTING AND DATA MINING

ID	Requirement	Comment / Notes
12.01	Ability to add customized and newly created reports to the pool of available reports.	
12.02	Must provide the Capability for enterprise-wide reporting.	
12.03	Must provide the capability to create, store, and run ad-hoc queries against the data store as needed.	
12.04	Must provide standard reports with user filtering capabilities.	
12.05	Must provide the capability to publish reports to a web site or portal for viewing.	
12.06	Ability to export data and/or reports to other common tools and formats (Excel, PDF, HTML, Crystal Reports, Business Objects, etc).	

13.0 SYSTEM ADMINISTRATION, USER EXPERIENCE, & SECURITY

ID	Requirement	Comment / Notes
13.01	Ability to add unlimited users without incurring additional costs, making it cost prohibited.	
13.02	Ability to add/modify unlimited amount of data regarding court dates, notifications, appearance, resources, etc (limited only by database size and storage capacity).	
13.03	Ability to access the application from inside each user's respective home network as well as from the internet/web.	aka, browser based
13.04	Ability to retrieve user information and perform authentication via existing processes and/or applications (e.g., PeopleSoft, Active Directory)	
13.05	Ability to add user defined attributes and limit access based on users, groups, and affiliation.	
13.06	Provides tools, documentation and/or support to assist with the data migration of existing court scheduled appearances, organization structures, resources, continuance requests, and all data pertinent to the subpoena process.	
13.07	Provides ability to integrate with other applications (i.e., tools, documentation, and/or support for passing and/or accepting data to/from other applications).	
13.08	Provide ability for multiple users to update information simultaneously through record locking.	
13.09	Provide control over who can add/change/delete data at the database level, group level, and/or specific data item level.	
13.1	Provide data element security within the interface (screen).	

ID	Requirement	Comment / Notes
13.11	Ability to partition (separate) the application to provide unique functionality to individual departments/agencies/judicial systems.	
13.12	Ability to create wizards, hints, and/or help functions within the application.	
13.13	Provide ability to establish links to documents and external sites.	
13.14	Provide ability to store attachments within the application.	
13.15	Provide ability for the user to customize the online environment, views, and drop-down boxes with minimal administrative support.	
13.16	Must provide full product functionality via the web interface.	
13.17	Must provide security to limit entry or modification of data by unauthorized individuals, scripts, and/or services.	
13.18	Must provide password strength functionality including length, special characters, and expiration dates.	
13.19	Must provide for password encryption on transmission,	
13.20	Must provide for password encryption in persistent storage.	
13.21	Must provide ability to provide security based on departments, agencies, and/or judicial systems.	
13.22	Must utilize either an SQL or Oracle database.	
13.23	Source code must be made available in the event the vendor can/will no longer support the application.	
13.24	Vendor must provide process for error correction, system enhancements, and application upgrades to include new/requested functionality on a scheduled basis.	

14.0 DATA CONVERSION & CONFIGURATION

ID	Requirement	Comment / Notes
14.01	Automate the initial load of configuration data into the system.	
14.02	Automate the initial load of legacy data into the system.	

15.0 SYSTEMS INTEGRATIONS & INTERFACES

ID	Requirement	Comment / Notes
15.01	Need to provide integration / interface capabilities to the KYCourts system. KYCourts is administrated by AOC - Administrative Office of the Courts	Would like for service information populate to KY Courts
15.02	Need to provide integration / interface capabilities to the CAO Computerized Case Management system.	CAO - Commonwealth Attorney's Office
15.03	Need to provide integration / interface capabilities with Louisville Metro's Active Directory infrastructure in the short-	Louisville Metro authentication

ID	Requirement	Comment / Notes
	term and other such structures long-term.	
15.04	Need to provide integration / interface capabilities with Louisville Metro's Microsoft Exchange Email infrastructure in the short-term and other such structures long-term.	Louisville Metro's email system
15.05	Need to provide integration / interface capabilities with Louisville Metro's PeopleSoft system.	Louisville Metro's Human Resources system
15.06	Need to provide integration / interface capabilities with Louisville Metro Police Department's Police Administration Management system.	LMPD's PAM system
15.07	Need to provide integration / interface capabilities with Louisville Metro Corrections system.	Inmate Management System from Tiburon
15.08	Need to provide integration using web services for the applications listed above, where possible.	

16.0 SYSTEM DOCUMENTATION

ID	Requirement	Comment / Notes
16.01	Documentation provided for system level instructions and explanation of installation and setup.	Online / Hard copy
16.02	Documentation provided for operational level instructions and explanation of system functionality and setup.	Online / Hard copy
16.03	Documentation provided for user level instruction and explanation of system functionality and setup.	Online / Hard copy
16.04	Documentation provided for process level instructions and workflow, with best practices and explanation for setup.	Online / Hard copy

17.0 TRAINING & EDUCATION

ID	Requirement	Comment / Notes
17.01	Instructor led training for end-user application of system features and functions.	
17.02	Computer-based training for end-user application of system features and functions.	
17.03	Web-based training for end-user application of system features and functions.	
17.04	Instructor led training for operational set up and application for system administration and functionality.	
17.05	Computer-based training for operational set up and application for system administration and functionality.	
17.06	Web-based training for operational set up and application for system administration and functionality.	

18.0 HOSTING & SYSTEM OPERATIONS

ID	Requirement	Comment / Notes
18.01	3rd-party hosting option for system operations and support is available from the vendor.	
18.02	3rd-party hosting option includes all components from the workstation/user back with established SLAs.	
18.03	In-house option with 3rd-party support is available from the vendor.	
18.04	Level 2 or 3 end-user support with established SLAs.	
18.05	Level 2 or 3 operational support with established SLAs.	
18.06	In-house solution compatible with standard Microsoft Operating Systems.	Specifically Windows 2003 Server
18.07	In-house solution compatible with virtual server technologies.	Specifically VM Ware
18.08	In-house solution compatible with standard backup technologies.	Specifically NetBackup
18.09	Ability to perform incremental backups, in addition to full scheduled backups.	
18.10	Proven ability to restore from backups.	
18.11	In-house solution compatible with standard anti-virus software and procedures.	Specifically McAfee Anti-Virus software

19.0 PUBLIC DEFENDER REQUIREMENTS

ID	Requirement	Comment / Notes
19.01	Ability to view e-Subpoenas issued.	
19.02	Ability to view e-Subpoenas served.	
19.03	Ability to view e-Subpoenas issued but not served.	
19.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	
19.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	
19.06	Ability to serve subpoenas on police officers - similar to County Attorney's process	
19.07	Requires confidentiality of all subpoenas issued/served from the Public Defender's office. View/access limited only to members of Public Defender's office.	Prosecutors should not be able to see who have been served by Public Defender's Office in advance of the court appearance.
19.08	Full functionality as detailed for District Court.	
19.09	Full functionality as detailed for Circuit Court.	
19.10	Full functionality as detailed for Family Court.	
19.11	Full functionality as detailed for Juvenile Court.	
19.12	Full functionality as detailed for Grand Jury.	

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Proposal.

Include this page in your response to this RFP

Firm: Orion Communications, Inc.
By: Leslie F. DeLatte
Title: President
E-Mail Address: [REDACTED]
Address: 8235 Douglas Avenue, Suite 410
Dallas, TX 75225
Telephone: [REDACTED]
Fax: [REDACTED]
Date: October 30, 2009
Louisville/Jefferson County Metro
Revenue Commission Number: [REDACTED]
Federal ID Number: [REDACTED]

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum # 1: There are no addendums to this RFP.

Addendum # 2: _____

Addendum # 3: _____

Any Additional Addendum (list all numbers): _____



Vendor Signature (all items above have been read and completed)

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15.	Appendix



Louisville/Jefferson County Metro Government

Request for Proposal for Electronic Subpoena System Bid Number 1900

Due: 3:00 PM
Date: 11/03/2009

Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202



8235 Douglas Ave., Suite 410

Dallas, TX 75225

(214) 361-1203, Ext. 2401

www.orioncom.com

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October 30, 2009

Letter of Transmittal

Orion Communications, Inc. is proposing the deployment of CourtNotify, Orion's Patent Pending Technology, for the purpose of meeting all aspects of the Louisville/Jefferson County Metro Government (Customer) RFP Bid Number 1900: Electronic Subpoena System.

Orion understands that the goals of this program is to deploy an efficient and effective electronic subpoena and court notification system for the Jefferson County courts that can be replicated statewide (if desired in the future), and will enhance overall public safety within the community.

Orion agrees to provide Orion's CourtNotify software suite and CourtNotify deployment team to provide the services to

- Deploy and implement the technology and business practices required to deliver an electronic subpoena and court notification system.
- Work with impacted criminal justice system agencies to change the existing "paper" policies and procedures and begin using an electronic version.

The CourtNotify solution has been successfully deployed to address these types of systemic problems in the U.S. County and City court systems. CourtNotify improves employee coordination and reduces overtime costs, increases the time officers can remain on patrol, and removes the need for dedicated court coordination personnel within Police Departments.

This comprehensive solution for the Customer includes, but not limited to:

- Enterprise solution for the purpose of electronic issuance of court subpoenas and receipt confirmation. This includes docket and hearing management, subpoena notifications and scheduling, multiple agency access with permission control by agency and court, and a flexible subpoena format management, that leverages a web based application. This includes submitting to the courts the receiver's employee information work schedules, and leave information.
- Conflict communications and escalation notifications are included within the solution including leave conflicts, multiple-appearance conflicts, disregard notifications, short notice management, reminder emails, exchange calendar updates, and missing acknowledgement escalations.
- Day-of-Trial Officer Appearance and Non Appearance Tracking
- Orion will exchange data between existing systems that support current Case management and Human Resources, as required by the Customer for the purpose of operation of the CourtNotify system.

This solution enables a consolidation of the subpoena management processing into CourtNotify as a common solution for all users of the Customer. The solution is designed to exchange data with the Customer's Court Case system. Orion has included services to receive and submit data with the Customer's personnel system and Court system(s). This removes duplicate entry requirements as well as maintains consistency of information regarding personnel and their status within CourtNotify and the Customer's system.

The pricing for CourtNotify product and services by Orion Communications, Inc. is \$874,000.

Orion warrants all software and services for 12 months after the 1st day of go live. On the 1st day of the 13th month after go live the Customer has the option to engage in a Maintenance agreement with Orion Communications. Pricing for the maintenance has been provided for an annually payment for a five year fixed price period of \$157,000 per year.

Leslie DeLatte, President, is the individual authorized to contractually bind Orion Communications, Inc. to the terms of this proposal and subsequent agreements.

Leslie DeLatte
President
8235 Douglas Avenue #410
Dallas, TX 75225



Orion Communications, Inc.

By: 

Leslie DeLatte, President

Date: 10/30/09



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1.0 Executive Summary

CourtNotify is a product offered by Orion Communications, Inc since 2001. The product is a web based solution supported IE Browser 6+ using .NET ASP technology and Microsoft SQL. CourtNotify customers exist in Texas, Louisiana, Florida, Oklahoma and New Jersey. The product was designed to support an unlimited number of issuing agencies (Courts) and receiving agencies (Public Safety or Civilian).

The CourtNotify product suite includes:

- CourtNotify – Subpoena Issuance Management
- CourtNotify – Receiving Public Safety Agencies
- CourtNotify - Processing Civilian
- CourtNotify – Integration Services

1.1. CourtNotify – Issuance

Subpoena Issuance to Public Safety Agency Witnesses

The CourtNotify Issuance application is used to add public safety witnesses to case events and send them electronic subpoena notifications.

It includes the ability to view witness schedules, track acknowledgments and add instructional notes. As new case events are added, witness details are automatically included throughout the case's life-cycle.

Case View					
/+ Thomas Budford		Defendant Acc: W	Complaint No: M	Complaint Date: 07/27/1983	
/+ Jane Clarey		Defendant Acc: B	Complaint No: F	Complaint Date: 03/12/1959	
/+ 1. Acc No: 364223		Case No: C0382727	Page No: 0	Page Total: 967 (C) (2)	
Event Date	Defendant	Case Type	Event Type	Witness	
10/27/2008 9:00 AM	Thomas Budford	Criminal	PRETRIAL INTERVIEW	3	
10/27/2008 9:00 AM	Jane Clarey	Criminal	PRETRIAL INTERVIEW	3	
10/31/2008 9:00 AM	Thomas Budford	Criminal	PRETRIAL INTERVIEW	7	
10/31/2008 9:00 AM	Jane Clarey	Criminal	PRETRIAL INTERVIEW	7	
11/09/2008 9:00 AM	Thomas Budford	Criminal	PRETRIAL INTERVIEW	7	
11/09/2008 9:00 AM	Jane Clarey	Criminal	PRETRIAL INTERVIEW	7	
New Event					
Detail		Witness		Log	
Witness	Called By	Witness Code	Request Type	Notify Status	
NEW ORLEANS PD					
Court					
+ WILMA GREENWAY OPD01635	Court	AO-Essential	APPEAR	Acknowledged	
**A conflicting leave (Elected Training (TRN) from 10/27/2008 to 10/27/2008) has been scheduled.					
+ PETER HANSCHKE OPD00304	Court	Invest Officer-E	APPEAR	Notified	
Defense					
+ PETE RYAN OPD00610	Defense	Asst Officer - E	DISREGARD	Acknowledged	
**A multiple appearance for CDC H has been scheduled.					
Group Request Type [Notify All]					
Add Civilian Witness to Event					

Key Benefits

- Reduces administrative costs and saves significant time
- Simplifies witness selection and tracks notification activities
- Improves witness information accuracy
- Includes witness receipt confirmation
- Increases witness accountability
- Improves witness court attendance

Automated Subpoena Detail Management

Data from various court types can be imported into CourtNotify from case management systems or data entered. This includes comprehensive defendant and codefendant details, multiple charges and court case information.

Easy Witness Selection with Simple Subpoena Issuance

All witness selections are added to case events using a web interface. Witnesses from multiple agencies can be added. Agency-defined witness codes can be applied to automate notifications for certain hearing types or witness types

Witnesses can be notified to appear, standby or disregard notifications. Agency forms can be included with official signatures and seals. Notes can be added for with special instructions, such as evidence requirements.

Saved Time with Online Status Viewing

Electronic notifications are received by Public Safety witnesses via their CourtNotify web account, agency email, and/or text messenger. Witness receipt confirmation is time and date stamped and can be viewed online in real-time. Witnesses with scheduling conflicts are flagged and include explanations.

CourtNotify Issuance Features

- Case Management System Integration automates case data imports for various court types. Includes ability to add co-defendants and multiple charges.

- Manual Case Detail Entry allows authorized users to manually enter case information from all court types and court-related events (i.e., Attorney interviews).
- Continuance Management enables authorized users to add new events to cases. Automatic inclusion of all defendants, case and witness information.
- Case Detail Viewing of scheduled cases by court type, court name or date ranges. Advanced search options by defendant name, witness name, badge number, or case number. Expanded viewing for each event includes witness detail viewing.
- Case Count Viewing of the number of cases based on selected court and date ranges. Displays number of subpoenas issued, short notices, escalations due to non-acknowledgements, acknowledged notices, acknowledges with an exception and the total count, per court.
- Electronic Witness Selection for adding witnesses to selected events through web interface. Ability to add witnesses from multiple agencies.
- Multiple Notification Types include appear, standby, request-only and disregard notifications with time/date stamps.
- Witness Conflict Viewing displays statement regarding multiple appearances on event date or scheduling conflicts. Includes conflict reasons.
- Evidence Requests enables email notifications to be sent to individual witness for special requests, such as evidence requirements.
- Witness Details Viewing monitors witness's subpoena acknowledgements. Ability to view who witness was called by, applied witness code, request type, notification history, and document issued to witness. Ability to view witness's monthly shift schedule with approved leave dates.
- Witness Rosters for viewing or printing of roster lists. Includes ability to filter rosters by who called for witness (i.e., Courts, Prosecutors, Defenders)
- Witness Continuance carries over witness information throughout case life-cycle. Ability to edit witness entries as new case events added.
- Case History Logs with time/date stamps notifications and case status changes.
- Court Attendance Tracking monitors witness attendance times and case results. Includes mandatory entry of failure to appear explanations.

- Code Definitions create selections for case, hearing, and charge types; court appearance and non-appearance types, case disposition types, agency municipalities, who called the witness and officer ranks.
- Code Rules allows automatic notification for designated hearing types by witness types. Codes and rules driving automation can vary for Prosecutors, the Court and Defender's office.
- Document Creation Tool to create, format and customize documents and subpoenas for issuance to witnesses. Add images, seals and electronic signatures. Classify document as either subpoena or court-related notifications.
- Court Facilities List allows entry of court facility details. Includes facility and court information; and determination of CourtTracker kiosk presence.

Typical Interfaces

- Court Case Management Systems
- Scheduling Systems
- Human Resource Systems
- Microsoft Exchange Calendar
- City Personnel Systems

1.2 CourtNotify – Receiving Public Safety Agencies

Subpoena Receipt by Public Safety Witnesses

The CourtNotify PSA Receipt application is used by public safety witnesses to receive and acknowledge their own electronic subpoenas in real-time. It includes a leave tool that coordinates

Court Responsibilities									
Status	Criminal	Magistrate	October 2008						
			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Issued	1	0							
Short Notice	1	0							
Escalated	0	0							
Acknowledged	1	1	1	1	1	1	1	1	1
Ack w/ Exception	0	0							
Total	3	1	1	1	1	1	1	1	1

Leave Requests			
Leave Type	Start Date	End Date	Status
TRN	10/27/2008	10/27/2008	Approved
VAC	11/03/2008	11/03/2008	Pending

Pending Action Items	
Responsibility: SCOTT JACOBSS	
CRIMINAL [Acknowledge All]	
APPEAR on CRIMINAL #47149 set for 10/27/2008 9:00A	Notified [Acknowledge]
DISREGARD on CRIMINAL #476417 set for 10/28/2008 9:00A	Notified [Acknowledge]

Full View

approved leave time with court dates.

And court attendance times with case results are captured on courthouse kiosks or CourtNotify web screens for statistical reporting.

Key Benefits

- Significantly reduces overtime cost for unnecessary court attendance
- Enables better control of field strength resources
- Reduces administrative cost for subpoena coordination
- Coordinates with officer schedules for OT authorizations
- Improves witness accountability and court attendance
- Captures witness attendance details for statistical reporting

Real-Time Subpoena Notification Receipt

Public Safety Agency witnesses can receive appearance, standby or disregard notifications on their CourtNotify web account, agency email, and/or text messenger.

Case details can be viewed at any time and include defendant, charges and court information. Witnesses can view and/or print any documentation included with their notification. Any scheduling conflicts are red flagged.

Easy Subpoena Receipt Confirmation

Embedded acknowledgment links enable quick receipt verification that is time and date stamped. Group acknowledgment links are available for high volume court notices. Automatic email reminders are sent to witnesses that fail to confirm their notification receipt after agency-defined time periods.

Escalations Increase Accountability

Supervisors easily monitor subordinate notifications in listed or calendar formats. Non-acknowledgements are escalated up the command chain and include oversights for frequent shift changes. Authorized personnel can respond for others in unique situations and include an explanation.

CourtNotify PSA Receipt Features

- Electronic Notification Receipt for public safety agency witnesses to receive subpoena or court-related notifications on their CourtNotify web account, agency email account and/or pager. Includes time/date stamped appear, standby and disregard notifications.
- Multiple Case Viewing Formats for witnesses to view cases on CourtNotify account in list or calendar formats. Drill-down capabilities for expanded viewing details.
- Case Notification Count for home screen summary views of the number of cases by court types. Displays number of subpoenas issued, short notices, escalations due to non-acknowledgements, acknowledged notices, acknowledgments with an exception and the total count, per court.
- Pending Actions Viewing for a witness's home screen summary of all notifications requiring their acknowledgement. Includes escalated notifications for authorized personnel.
- Full Notification Viewing for expanded viewing a witness's full schedule of notifications and, if appropriate, notifications for any subordinates. Expanded count viewing for authorized personnel of all agency cases, by court.
- Acknowledgement Links include an embedded link with each notification for witness receipt confirmation. Group acknowledgment link for high volume notices.
- Automated Reminders send automatic email reminders to non-responsive witnesses after agency-defined time period.
- Acknowledgement Escalations for non-acknowledged subpoenas escalate up command chain. Ability for authorized personnel to enter acknowledgment exceptions.
- Witness Detail Viewing of witness's shift schedules with approved leave dates, who called for witness, applied witness code and request type. Log tracks all notifications, acknowledgements and escalations with time/date stamps. Can include printable subpoena with official signatures and seals, evidence details or special instructional notes. Real-time monitoring of witness's acknowledgments.

- Leave Management with automated workflow request submission/approval routing. Approved dates coordinated with court dates. Interfaces with other systems.
- Court Attendance Tracking for witness entry of court attendance times via kiosks or CourtNotify account. Includes event results and failure to appear explanations.
- Editable Agency Attributes for agency controlled settings to enable email options, subpoena escalation days, displaying of user shifts, and viewing of leave approvals and subpoena disregards.
- Edit Leave Types enables entry of leave codes. Ability to define codes that block notifications, escalations and which align with integrated systems.
- Set Chain-of-Command enables entry of court-specific command chain for notification escalations. Ability to assign escalations to alternative personnel.
- User Permissions Levels include multiple permission levels with expanded ranges of capabilities.

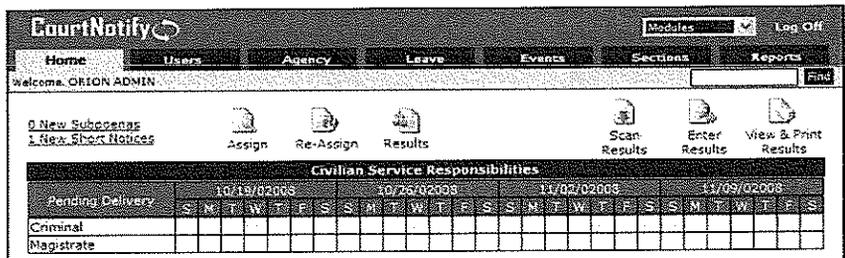
Typical Interfaces

- Court Case Management Systems
- Scheduling Systems
- Human Resource Systems
- Microsoft Exchange Calendar
- City Personnel Systems

1.3 CourtNotify Civilian

Citizen Subpoena Issuance and Delivery Management

The CourtNotify Civilian application automates the entire process of serving civilian court subpoenas. Because



CourtNotify Civilian shares data with judicial systems, witnesses are added to case events and notifications are sent electronically to serving agencies. Delivery assignments are made online by the serving agency to their deputies. Laptop or handheld devices are used to verify addresses and enter delivery results. Delivery statuses can be viewed in real-time by all participating agencies.

Key Benefits

- Reduces administrative costs for subpoena delivery
- Enables verification and tracking of multiple civilian addresses
- Improves civilian delivery and results tracking
- Indicates called witnesses that are incarcerated
- Allows restricted viewing of civilian names to protect privacy

Automated Civilian Detail Management

Civilian name, address, phone and demographic information can be imported into CourtNotify Civilian or entered manually. This includes the ability to classify civilians by types and associate them with businesses, such as attorneys, commercial surety, bond agencies and bond agents. Privacy tools help protect witness information as required by legal council or court ruling.

Quick Witness Selection and Easy Issuance to Serving Agencies

Witnesses are added to case events using a web interface or imported using the add-on Case Management Integration module. Witness codes can be applied to automate agency-defined processes for hearing types or witness types. Subpoena forms can be designed by the agency based on court, case and hearing types. These documents can include official signatures, seals and interactive comments. Authorized users can restrict viewing of civilian witness names to protect their privacy.

Simplified Assignments and Delivery Results Tracking

Authorized personnel from serving agencies assign deliveries to their deputies and, when necessary, can reassign deliveries to alternate deputies. Civilian subpoenas can be printed as a group or individually.

Delivery results can be saved using bar code scanners or entered manually. All deliveries results can be viewed in real-time based on user-defined search parameters.

CourtNotify Civilian Features

- Civilian Data Entry allows authorized users to import or manually enter civilian information (i.e., name, phone, address, demographics). Enables civilians to be classified by types (i.e., Attorneys, Bond Agents, etc.). Includes ability to associate civilians with businesses.
- Multiple Address Tracking enables entry of multiple civilian addresses. Ability to validate civilian address locations and track served addresses as default.
- Electronic Civilian Witness Selection added to selected events through web interface. Ability to filter selection by civilian witness types.
- Notification Issuance sent electronically to serving agencies. Includes time/date stamped issuance. Includes printable subpoena with official signatures and seals, evidence details or special instructional notes.
- Incarceration Indication displays incarceration statement on witness rosters for jailed civilians. Includes jail location when the add-on Case Management and Jail Management Integration modules are purchased.
- Notes for Serving Deputies can be exchanged for special requests or additional instructions. Notes saved within CourtNotify Civilian.
- Witness Detail Viewing displays delivery status to civilians by serving deputies. Ability to view who civilian witness was called by, applied witness code, request type, notification history, and subpoenaed document issued to witness.
- Witness Rosters enable printing of witness rosters. Includes ability to filter rosters by who called for witness (i.e., Courts, Prosecutors, and Defenders).
- Assignments to Deputies allow authorized personnel to receive issued notifications and use lookup directory to assign delivery to serving deputies.
- Deputy Responsibility Viewing includes a home screen summary of the number of deliveries by court for upcoming four week period. View all assignments in listed format. Ability to view subpoenaed document, case

details, and notification history. Includes ability to respond to special instructions or add notes.

- Subpoena Printing enables subpoenas to be printed individually or as a group.
- Delivery Result Entry Options include use of bar code scanners to enter and save delivery results or manual results entry using pull-down menu settings.
- Delivery Status Viewing in real-time of the number of deliveries by deputies, based on date range selection.
- Code Rules allow automatic notification for designated hearing types by witness types.
- Document Creation Tool to create, format and customize documents and subpoenas for issuance to civilian witnesses. Add images, seals and electronic signatures. Classify document as either subpoena or court-related notifications.
- User Permissions Levels include multiple permission levels with expanded ranges of capabilities.

Typical Interfaces

- Court Case Management Systems
- Court Case Platforms
- Correctional Systems

2.0 Cross Reference Matrix

RFP #1300		Orion Response	
2.7.3	Executive Summary	1.0	Executive Summary
2.7.4	Cross Reference Matrix	2.0	Cross-Reference
2.7.5	Section 1 – Introduction	3.0	Introduction
2.7.7	Section 3 - System Hardware and Software Components	4.0	Equipment and Installation
2.7.8	Section 4 - Implementation Plan	8.0	Implementation Plan
2.7.9	Section 5 - Acceptance Test Plans	10.0	Acceptance Test Plans
2.7.10	Section 6 – Key Personnel	8.4	Implementation Staff
3.0	Equipment and Installation	4.3	Recommended Equipment
4.0	Hardware Configuration System	4.3	Recommended Equipment
5.0	Software and System Security	5.0	System Software and Security
6.0	Application Software Functions	6.0	Application Software Functions
7.0	Interfaces	7.0	Interfaces
8.0	Training Requirements	9.0	Training
9.0	Acceptance Test Procedures	10.0	Acceptance Test Plans
10.0	System Documentation	11.0	Documentation
11.0	System Support, Maintenance and Warranty	12.0	System Support, Maintenance and Warranty
12.0	Pricing	13.0	Pricing
		14.0	Appendix

3.0 Introduction

3.1 Company Background and Experience

Orion Communications, Inc. provides Public Safety and Judicial software and services designed to help organizations improve the management of their internal and external business operations. Our experience and expertise in both the Private and Public Sectors qualify us as a long-term partner of choice

It is our ability to combine management methodologies, business processes and core technologies that enable government organizations to operate more efficiently. Because our software automates complex government processes that include mandated polices using multi-tiered technology platforms, agencies are better positioned to achieve their business goals.

3.2 Description of Business Organization

- Incorporated in the State of Texas in 1998
- Principal Owner – Leslie DeLatte
- Amount of Ownership – 100%
- Not a subsidiary of any other organization
- Woman-owned, certified HUB on CMBL within the State of Texas
- Woman-owned, certified Women Owned Business NCTRCA – North Central Teas Regional Certification Agency
- Headquartered in Dallas, TX
- Provides product development, deployment, and customer support from Orion’s headquarters
- Provides server and application monitoring services from Orion’s headquarters

3.3 CourtNotify Systems Currently Installed and Operational

Agency	Installed	Approx Service Area Pop.	Multi-Jurisdiction	Total Number Agencies Served	Key Interfaces
Dallas County, TX Criminal Courts <u>Law Enforcement</u> Dallas Police Dept., Dallas County Sheriff, and 24 Police Depts. throughout County	2001	2.3M	Yes	31	<ul style="list-style-type: none"> • City of Dallas CNS • City Courts Case Management <ul style="list-style-type: none"> ○ Dallas • City of Garland CNS • City of Carrollton CNS • Multiple Law Agencies for <ul style="list-style-type: none"> ○ Personnel ○ Law Shift ○ Law Leaves
City of Dallas Municipal Courts <u>Law Enforcement</u> Dallas Police Dept., Code Enforcement Dallas Area Transit	2003	1.3M	Yes	5	<ul style="list-style-type: none"> • City Courts Case Management • Dallas County CNS • Dallas PD <ul style="list-style-type: none"> ○ Personnel ○ Law Shift ○ Law Leaves
Miami-Dade County, FL Criminal, Municipal, Juvenile, Parking and Traffic Courts <u>Law Enforcement</u> Miami-Dade Police Dept. and 51 Police Depts. throughout County	2006	2.4M	Yes	102	<ul style="list-style-type: none"> • Criminal Case Mgmt • Traffic Case Mgmt • Parking Case Mgmt. • SAO Case Management • PDO Case Management • OTS Personnel • Multiple Law Agencies for <ul style="list-style-type: none"> ○ Personnel ○ Law Shift ○ Law Leaves
El Paso County, TX Criminal, Municipal, Juvenile, Misdemeanor and Civil Courts <u>Law Enforcement</u> El Paso PD and El Paso	2002	750K	Yes	15	<ul style="list-style-type: none"> • Tyler Technologies • Kronos • Multiple Law Agencies for <ul style="list-style-type: none"> ○ Personnel ○ Law Shift

Agency	Installed	Approx Service Area Pop.	Multi-Jurisdiction	Total Number Agencies Served	Key Interfaces
Sheriff's Office					<ul style="list-style-type: none"> ○ Law Leaves
<p>Orleans Parish, LA Criminal , Magistrate and Juvenile Courts</p> <p><u>Law Enforcement</u> New Orleans PD and Orleans Parish Sheriff's Office</p> <p><u>Parish Civilians</u></p>	2005	455K	Yes	7	<ul style="list-style-type: none"> • AS400 Criminal Court Case Management • AS400 Magistrate Court Case Management • AS400 Jail Information Management • New Orleans PD Personnel Mainframe • City of New Orleans Active Directory • AS400 and CNS replicated server for data reporting and data mining
<p>Collin County, TX Criminal Court</p> <p><u>Law Enforcement</u> Plano Police Dept., Collin Sheriff's Office</p>	2009	700K	Yes	3	<ul style="list-style-type: none"> • PeopleSoft • Plano Police <ul style="list-style-type: none"> ○ Personnel ○ Shift ○ Leaves
<p>Hillsborough County, FL Criminal and Civil Courts</p> <p><u>Law Enforcement</u> Tampa Police Dept., Hillsborough Sheriff's Office</p>	2009	1.2M	Yes	5	<ul style="list-style-type: none"> • Mainframe PCOOL
<p>Cameron County, TX Criminal Court</p> <p><u>Law Enforcement</u> Brownsville PD , Cameron County Sheriff's Office and 35 Police Depts. throughout County</p>	2006	700K	Yes	38	<ul style="list-style-type: none"> • Tyler Technologies
<p>City of Garland Municipal Courts</p> <p><u>Law Enforcement</u></p>	2003	219K	Yes	3	<ul style="list-style-type: none"> • City Courts Case Management • Dallas County CNS

Agency	Installed	Approx Service Area Pop.	Multi-Jurisdiction	Total Number Agencies Served	Key Interfaces
Garland Police					<ul style="list-style-type: none"> • Garland PD <ul style="list-style-type: none"> ○ Personnel ○ Law Shift ○ Law Leaves
City of Carrollton Municipal Courts <u>Law Enforcement</u> Carrollton Police	2003	125K	Yes	3	<ul style="list-style-type: none"> • City Courts Case Management • Dallas County CNS • Garland PD <ul style="list-style-type: none"> ○ Personnel ○ Law Shift ○ Law Leaves

3.4 Deployment Experience

CourtNotify is an application of Orion's AgencyWeb® solution suite. Orion's products are deployed and operating throughout the states of Texas, Oklahoma, Florida, and Louisiana; and are in the process of deployment in New Jersey and Minnesota. Orion has lead projects for county-wide deployments that integrate anywhere from 5 to 105 city, county, state, and federal agencies into one shared environment.

Orion's CourtNotify product is the leader in the industry for the end to end management of electronic subpoenas for the purpose of improving the operational performance of Courts, Law Enforcements, and Civilians. Orion has been successfully deploying CourtNotify since 2001. As a result Orion has extensive knowledge in the business processes that have lead to the current situation facing the Louisville/Jefferson County Metro Government. This situation is not new to Orion and has been resolved time and time again by the deployment of CourtNotify. By supporting the extensive number of agencies within Orion's portfolio, CourtNotify is a mature product solution. The product user's administrative front-end configuration settings enable the product to quickly be installed and

still meet individual agency requirements. The product flexibility does not require custom programming. It merely requires the changing of settings or updating of private labels and customer rules.

Orion has deployed this solution and has interfaced with a multitude of external applications from mainframes, to client server solutions, web based applications, and one-off products. Interfaces that are utilized have included:

- Flat Files
- Web Services
- Mainframe Files with Packed Fields
- SSIS Packages
- Data Views
- Replication Services

The network infrastructures have included private and public domain management which may or may not include active directory integration. Orion's deployment staff is a combination of network, security, application, and database experts. Because it takes an end-to-end knowledge to successfully deploy and support an enterprise solution that services multiple agencies across different topologies.

Orion has been engaged to provide the process re-engineering services to help each organization as the migrate from a paper-based silo oriented process to an integrated application that enables data sharing without losing agency operation and control tools. Orion has also provided business process documentation and presentations to formally report and explain the migration path and methods used to reduce risk during the process.

With many of our customers in Hurricane regions and recognition that the CourtNotify system is a high availability critical application, Orion is competent in the deployment of CourtNotify with disaster recovery options based upon the customer's business requirements.

Recognizing that Orion has a multitude of customers using CourtNotify, the CourtNotify application is continually kept current with available browser technologies and enhancements to meet the ongoing expansion of usage that CourtNotify brings to the customer base. CourtNotify optimizes the processes related to the intricate business rules and regulations regarding the end to end management of electronic subpoenas. It is what the system was designed to do and what it performs 24 hours a day 365 days a year for governmental agencies throughout the US.

3.5 Subcontractor

Chrysalis Consulting, LLC
11711 N Pennsylvania St
Suite 190
Carmel, IN 46032

Contact: 

Certified By: HRC

Certified as: FBE

Since 1998, Chrysalis has provided exceptional service to companies of all sizes as well as the public sector. Chrysalis consultants are educated in industry and public sector best practices and have the ability to adapt them to a variety of environments.

Chrysalis delivers robust and customized training and communications programs. For each and every training effort, they utilize techniques which enhance student retention by appealing to a variety of learning styles. Chrysalis addresses user knowledge needs before, during, and after training, and ensures that results are achieved and sustained. They also assess communication needs by stakeholder

group, and prepare a plan based upon our Inform, Solicit, and Engage methodology.

The Chrysalis Training and Corporate Communications service offerings include:

- Classroom Training
- Computer-Based Training (CBT)
- Curriculum Development
- Train-the-Trainer
- Capability Enhancement
- Integrated Help Text
- Executive & Organizational Communications
- Knowledge Enhancement
- Knowledge Management & Retention
- Technical Documentation

Sub-Contractor Reference Profile - 1	
Agency Name: Louisville Regional Airport Authority	Population Served: Southern Indiana/Northern Kentucky
Agencies Served: Louisville Regional Airport Authority	
Products Installed: Oracle e-Business Suite	
<u>Reference Point of Contact:</u> Name: [REDACTED] Address: 600 Terminal Drive Louisville, KY 40209 E-mail: [REDACTED] Phone: [REDACTED]	Avg. No. of Subpoenas Served: N/A
	No. of Workstations: 75
	No. of Field Personnel: N/A
	Date of Project Commencement: January, 2009
	Date of Project Completion: In progress
<u>Description of Solution and Services Provided:</u> Performed comprehensive needs assessment and system selection effort. Identified all functional and technical requirements, conducted supplier interviews and demonstrations, analyzed costs, negotiated contract. Engaged to perform project management for implementation of Oracle e-Business Suite.	

Sub-Contractor Reference Profile - 2

Agency Name: Allison Transmission Division of General Motors Corporation	Population Served: N/A
Agencies Served: N/A	
Products Installed: N/A	
<u>Reference Point of Contact:</u> Name: [REDACTED] Materials Address: [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]	Avg. No. of Subpoenas Served: N/A
	No. of Workstations: 85
	No. of Field Personnel: N/A
	Date of Project Commencement: May, 2001
	Date of Project Completion: August, 2002
<u>Description of Solution and Services Provided:</u> <p>Chrysalis provided custom SAP training for users within the Finance area of Allison Transmission, a division of General Motors. Conducted an assessment of end user training needs, developed client-specific SAP and process training for 85 Finance end users, developed and delivered over 20 distinct courses, created desktop instructions and provided onsite support for new users, and created a training repository for easy storage and retrieval.</p>	

Sub-Contractor Reference Profile - 3	
Agency Name: Indianapolis Airport Authority	Population Served: Indianapolis Airport Authority staff, airlines, tenants, FBOs, ground transportation providers, and others
Agencies Served: Indianapolis Airport Authority	
Products Installed: N/A	
<u>Reference Point of Contact:</u> Name: [REDACTED] Address: [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]	Avg. No. of Subpoenas Served: N/A
	No. of Workstations: N/A
	No. of Field Personnel: N/A
	Date of Project Commencement: January, 2008
	Date of Project Completion: November, 2008
<u>Description of Solution and Services Provided:</u> Managed all training-related activities associated with the transition to the New Indianapolis Airport. Training was conducted for all major stakeholders, including the Airport Authority, airlines, tenants, fixed-based operators, and other third parties. Identified all construction contract-specified technical training and orientation events in support of the New Indianapolis Airport, identified all original equipment manufacturer-recommended training for systems and components being installed or constructed as part of the New Indianapolis Airport, conducted stakeholder representative meetings to identify owner-requested training and orientation activities, identified potential training gaps and development of a recommended mitigation plan, developed a Master Training and Orientation Schedule for all transition-related training/orientation activities, verified that all training and orientation activities have supporting	

lesson plans as may be supplied by the contractor, verified the veracity and viability of the lesson plans, utilizing original equipment manufacturer recommendations and Operations and Maintenance manuals as a guide, confirmed that technical training and orientation lesson plans supported the delivery of information at a level appropriate to the receiving audience, reviewed lesson plans to ensure accuracy, applicability and completeness, provided post-training/orientation event evaluations, and confirmed that an accurate attendance record was documented for all training and orientation events.

3.6 Orion Communications References

Orion Communications Reference Profile - 1	
Agency Name: Dallas County, Texas	Population Served: 2.3 Million
Agencies Served: Criminal Court Dallas Police Dept., Dallas County Sheriff, and 24 Police Depts. throughout County Total Number of Agencies Served: 31	
Products Installed: CourtNotify Electronic Subpoena System	
<u>Reference Point of Contact:</u> Name: [REDACTED] Address: [REDACTED] E-mail: [REDACTED]@[REDACTED].org Phone: [REDACTED] Name: [REDACTED]	Avg. No. of Subpoenas Served: 75,000 No. of Workstations: Unknown this is a web based application. No. of Field Personnel: 16,800 Date of Project Commencement: June, 2003 Date of Project Completion: March, 2004

Orion Communications Reference Profile - 1

Personnel Division

Address: 1200 Lamar
Dallas, TX 75207-4399

E-mail: [REDACTED]

Phone: [REDACTED]

Description of Solution and Services Provided:

In 2000, the City of Dallas was facing a \$30 million budget shortfall for the 2000-2001 fiscal year. In an effort to find areas where inefficient operations were costing the city money, the Dallas Police Department identified approximately \$4.2 million in funds that were being allocated to Court overtime. Furthermore, the paper-based subpoena notification process was draining manpower and resources for both the Police Department and the Dallas County District Attorney's Office.

After recognizing the potential efficiencies that could be gained from an electronic subpoena notification system, Orion's CourtNotify solution was deployed throughout the County. With this new technology, Prosecutors and their staff are able to access the web-based system and associate witnesses to cases. Integrated technology allowed for viewing of witness schedules, conflicts, and notification status in real time.

There are also tools for escalation of notices including short or last minute hearing notifications. If an officer fails to acknowledge the subpoena, his/her immediate supervisor is notified. If the supervisor does not ensure that the officer acknowledges the subpoena, the notification is escalated up the chain-of-command.

Later, the Dallas County Courts established an officer's waiting area that included electronic equipment so officers could wait for their court appearance in private. This allowed the Dallas PD and the County DA to implement CourtNotify's electronic sign-in/sign-out tool, known as CourtTracker. Using a touch screen kiosk, officers quickly scan their department-issued ID card or enter their badge number. The CourtTracker system automatically logs them in and retrieves their court requirements for the day.

When an officer is released from court, they use the CourtTracker kiosks to log out and a receipt is printed. This can be given to their supervisor for attendance verification. Information is collected regarding their eligibility for travel pay, whether they were released by the court for lunch and if evidence was brought to court. Additional information is collected regarding whether the officer testified and if the case was held over for the next day. This data is then figured into the total overtime calculation for the court attendance.

"The reports that we get from the CourtNotify system regarding the use of an officers' time at court are invaluable," said Lieutenant Summers. "It shows us which

Orion Communications Reference Profile - 1

courts consume our resources and helps us more accurately predict our usage of overtime for the fiscal year. In the first full year of implementation, the agency saved approximately \$2.2 million in court overtime.

What we wanted first and foremost was a better method of accountability, not only for court attendance, but for managing court overtime. We wanted a consolidated solution for the District Attorney and an easy-to-use application for our officers. The electronic notification was one piece, but the tracking of court attendance electronically was equally important to cost containment."

"From an IT standpoint, we didn't want a huge, complicated system to maintain, nor did we want to spend a lot on infrastructure," states Mr. Tommy Hutson, IT Administrator for the Dallas County District Attorney. "We also wanted a system that issued electronic subpoenas to the Dallas PD, as well as the other 26 law enforcement agencies throughout the County.

With CourtNotify, we were able to accomplish both of those goals. We had 8,800 sworn officers throughout Dallas County at the time. The ability to get 27 agencies and 8,800+ officers all on the same system using electronic notifications has increased our court productivity and efficiency tremendously."

Orion Communications Reference Profile - 2	
Agency Name: Dade County, FL	Population Served: 2.4 Million
Agencies Served: Criminal, Municipal, Juvenile, Parking and Traffic Courts Miami-Dade Police Dept. and 51 Police Depts. throughout County Total Number of Agencies Served: 102	
Products Installed: CourtNotify Electronic Subpoena System	
Reference Point of Contact: Name: [REDACTED] Address: [REDACTED] [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]	Avg. No. of Subpoenas Served: 304,000 No. of Workstations: Unknown this is a web based application. No. of Field Personnel: 21,050 Date of Project Commencement: January, 2007 Date of Project Completion: October, 2007
Description of Solution and Services Provided: As of 2007, the manual process of distributing subpoena notifications throughout Miami-Dade County had become extremely fragmented and labor intensive. In an average month, approximately 40,000 subpoenas were printed, manually sorted and courier delivered throughout the 2,000 miles of County coverage to police departments in every jurisdiction. After County officials assessed and reviewed this issue, it was determined that Orion's CourtNotify electronic subpoena system complied best with County requirements, was configurable for multiple County agencies, and allowed for integration with existing systems. The new system went live in 2008 and was branded throughout Miami-Dade County's justice system as e-Notify. During the first day of the system's implementation, approximately 1,800 electronic notifications were successfully transmitted. Since then, Court agencies throughout Miami-Dade have had the ability to electronically distribute and track inter-agency subpoenas and notices for County court cases. Agencies have used online tools such as email and web screens to automate notifications and receive documented response acknowledgements. Automated escalated alerts have ensured that required witnesses attend scheduled cases and that	

Orion Communications Reference Profile - 2

Court clerks were informed about emergency situations.

Day-of-court attendance has been tracked and made available for reporting. Interfaces to and from mainframe justice applications, as well as to electronic document management systems, has been made for case, officer, and subpoena data. State prosecutors or clerks have been able reset and confirm new dates in real-time when a case or docket has been rescheduled.

In 2008, a total of 183,000+ electronic subpoenas were issued to over 50 agencies, with a 93% acknowledgment rate by law enforcement witnesses. The system's ability to track day of court attendance has enabled the County to verify that 78% of those officers appeared in Court and 93% of those that did appear testified.

The e-Notify has saved thousands of man-power hours and has allowed departments to redirect resources to increase public safety. The new process has increased efficiency in court services, has monitored law enforcement court-related overtime expenses, and has enhanced communication among court and law enforcement agencies.

Orion Communications Reference Profile - 3

Agency Name: New Orleans Police and Justice Foundation	Population Served: 455,000
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Agencies Served:
 Criminal , Magistrate and Juvenile Courts
 New Orleans PD and Orleans Parish Sheriff's Office
 All Orleans Parish Citizens

Products Installed:
 CourtNotify Electronic Subpoena System
 CourtNotify Civilian

Reference Point of Contact:	Avg. No. of Subpoenas Served:
Name: [REDACTED]	80,000
Address: [REDACTED]	No. of Workstations: Unknown this is a web based application
E-mail: [REDACTED]	No. of Field Personnel: 2844
Phone: [REDACTED]	Date of Project Commencement: September, 2007
	Date of Project Completion: February, 2009

Description of Solution and Services Provided:

In the wake of Hurricane Katrina, technical and resource deficiencies made the time ideal to enhanced information sharing among parish criminal justice practitioners. The New Orleans Police and Justice Foundation (NOPJF) lead an effort for improvements and determined that the Parish's subpoena notification processes were a top priority.

After a year of strategy assessment and interviewing key parish personnel, Orion's CourtNotify electronic subpoena system was chosen and deployed to unify the Parish's subpoena and court processes. Since then, CourtNotify has been used throughout Orleans Parish to electronically distribute and track interagency subpoenas and notices for Criminal, Magistrate, and Juvenile Court cases. Within the first 48 hours of going live, the New Orleans Police Department received over 600 subpoenas and subsequently acknowledged receipt of over 584 subpoenas electronically.

Citizen subpoena servicing has also been automated, allowing Sheriff personnel

Orion Communications Reference Profile - 3

greater efficiencies with delivery results. A special focus on address validation and management was included to fill a critical gap in the Parish due to post-Katrina housing issues. CourtNotify Civilian's address tracking tool provided the Sheriff with new tools to manage the process of serving key witnesses and defendants.

Using the new CourtNotify Civilian application, citizen information is classified by types and associated with businesses -- such as attorneys, commercial surety, and bond agents. Witness codes are used to automate agency defined processes for event and document types. Subpoena forms have been designed based on court, case and hearing types. These include official signatures, seals and interactive comments.

Authorized personnel within the Parish Sheriff's Office receive citizen subpoenas electronically from the Courts and assign deliveries to service deputies. Delivery addresses are sorted by U.S. postal carrier routes for more efficient delivery. Delivery results are entered using both handheld data entry devices and mobile laptops. Citizen delivery statuses are viewed in real-time by the Parish Courts, Defense Attorneys, Public Defenders and Law Enforcement agencies.

Contained within the CourtNotify solution, the technology utilized for the retrieval of data from the New Orleans Parish Sheriff's records management system was utilized to consume and process all Customer data. Orion was responsible for data mapping the existing Parish AS400 database structure, exporting the data into a SQL database, writing web services to produce (Producer) the required data and writing the business logic (Consumer) to consume the data into the Court Notify application for processing and utilization.

Data conditioning was implemented including Civilian data management for Defendants, Inmates, Bond Agents, Lawyers, and Civilian Witnesses. Consolidation logic was design within the web services to link case, defendant, co-defendant, and witness data. Data includes but not limited to:

Arrest Reports

Jail Management Files

Comprehensive Charge Management

Name and Alias Name Management

Case Reports

Comprehensive Docket Management

Address Validation with US Post Office

Orion recently updated the provided solution, providing the Parish with a dedicated server solution that provides direct data access to all historical and real-time data from the AS400 and CourtNotify consolidated into a solution for the NOPJF. The data is maintained within the Orion solution by utilizing Orion's Virtual Viewer technology product to retrieve and maintain the data in a SQL solution enabling authorized agencies to access the data for consumption within reports or integration to external software applications.

4.0 Equipment and Installation

4.1 General

All Orion products leverage Microsoft .NET technology and Microsoft SQL database services. All Orion products are 100% web based solutions. Therefore there is no need for any installation or setup for a local personal computer or in car mobile data terminal. The only requirement for access is Internet Explorer version 6.0+.

4.2 System Infrastructure Recommendation

The following infrastructure is recommended by Orion based upon the requirements listed in this RFP document.

Orion recommends the usage of a dedicated Application and Database server for the production instance of the solution. Additional servers are to provide services for testing, training, and staging of updates. Orion's deployment typically consists of the following scenarios:

- Production – fully integrated with all interfaces and disaster recovery solution
- Stage – houses the staging site for production updates after go live. The staging site will have interfaces configured but not necessary in usage on a continual basis. The interfaces will be turned on or off based upon the interface requirements documentation established during the system deployment. The database housed in stage should be refreshed with production data in order to create a mirrored test environment for post go live code, interface, or database updates.
 - The stage site is also used for training purposes prior to go live since it is a mirrored solution of production and can be reset after training is completed.
- Test – this site is typically reserved for IT personnel to work with Orion and test any system changes or update code without impacting stage or production. This site is a deprecated site and should not be considered

an option for any formal testing and acceptance processing. All formal acceptance processing after go live should occur on the stage site.

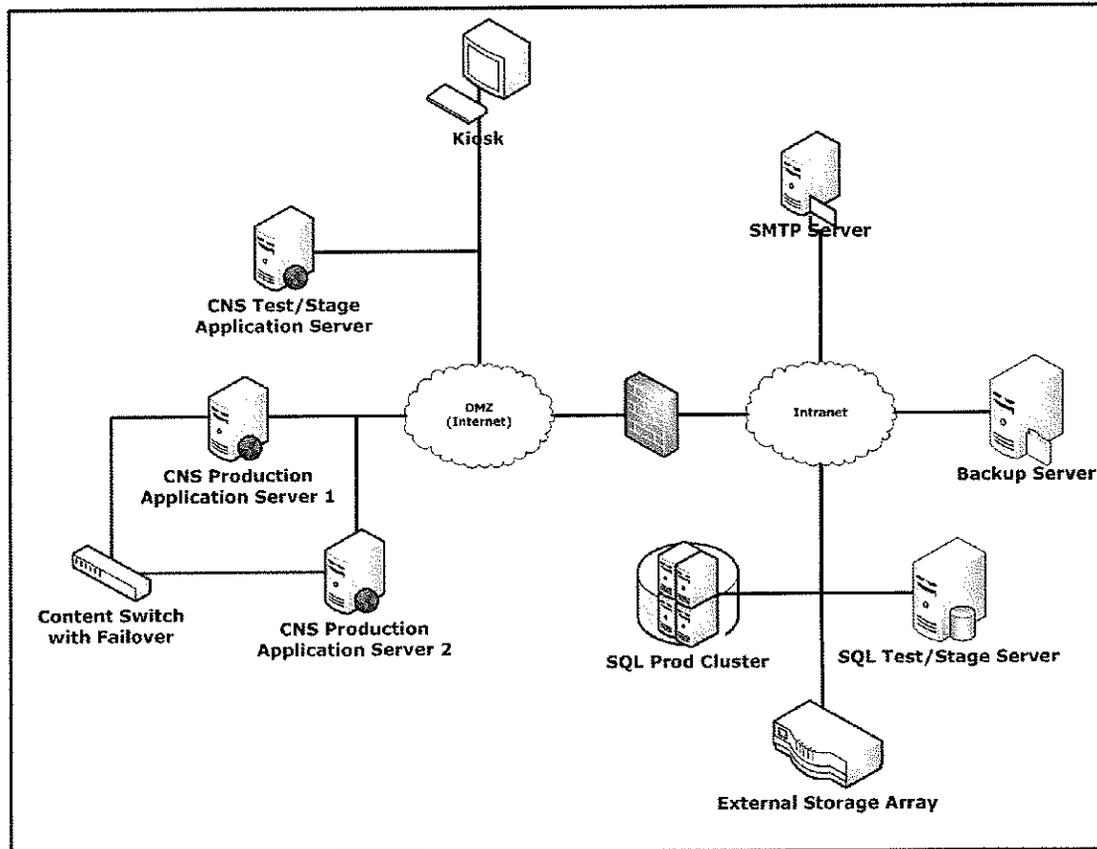


Figure 1 - Recommend Network Design

The following diagram would require one additional application server in the even the agency decides to utilize active directory for internal users. This server is required to provide integration using active directory on the customer's domain. Note this option as not priced in this response and is only being shown an option.

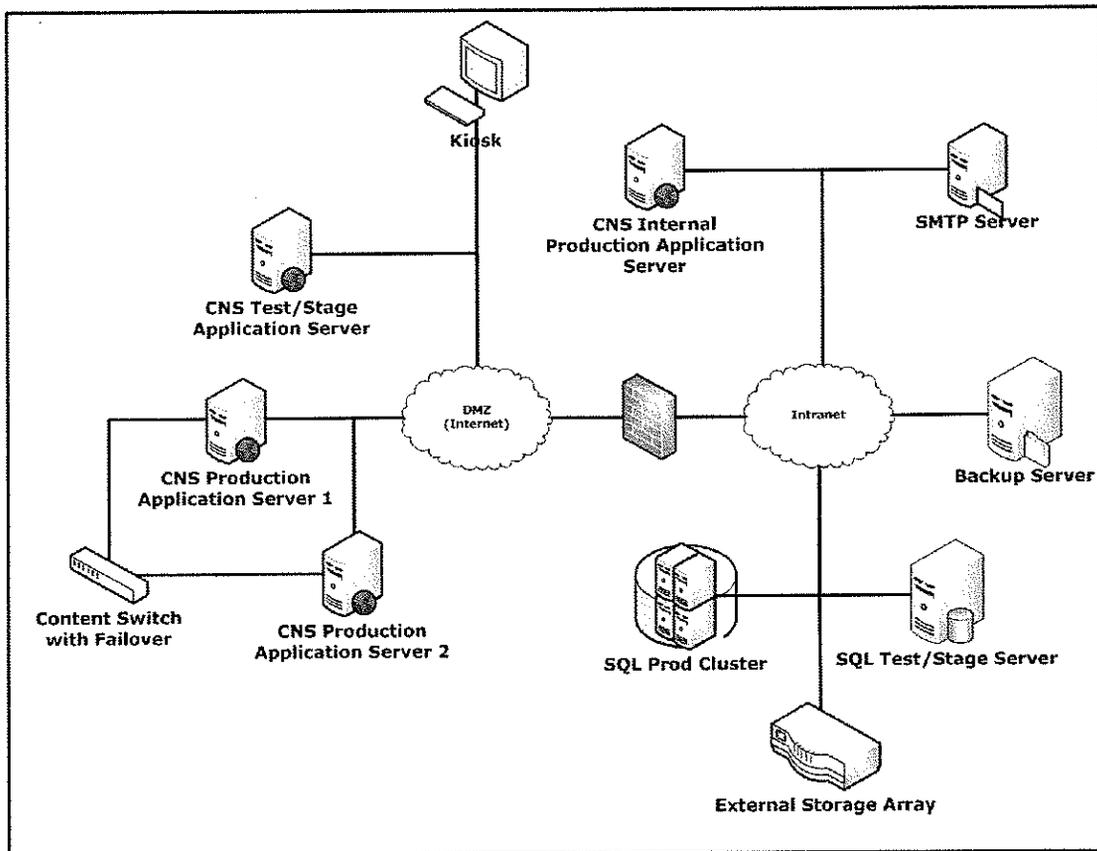


Figure 2 - Additional Server for internal Activity Directory integration option

In Figure 1 the application servers are housed outside the DMZ enabling access to all users via an Internet connection. Orion recommends utilization of a HTTPS connects on port 443 to enable encryption of data during transmission. CourtNotify is able to support an https setting. The certification is typically provided by the customer and is therefore not being provided by Orion within the scope of this response. Orion does agree to deploy using the secure certification as provided by the customer.

The Content Switch with failover is a Load Balance that maintains continuous available for distributing network traffic across multiple servers. This product is providing the failover option in the event an application server fails the system facilitates an automatic failover to application server 2.

The production data base solution is designed as a SQL Server Failover Cluster containing two (2) nodes. Included is an external hard drive array with two (2) controllers for redundancy access. The solution is configured as a Storage Array RAID 10 for expandability and historical content support.

4.3 Recommended Equipment

The following is a detailed list of the server configurations provided within this RFP response.

4.3.1 Production Application Servers: Quantity 2

- PowerEdge R710: Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
- Additional Processor: Single Processor Only
- Memory: 4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor
- Operating System: Windows Server® 2008 R2, Standard Edition, Includes 10 CALs
- Chassis Configuration: Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
- Primary Controller: SAS 6/iR Integrated, x8 Backplane
- Backplane: 1x8 Backplane for 2.5-inch Hard Drives
- Hard Drive Configuration: Integrated SAS/SATA RAID 1, PERC 6/i Integrated/SAS6/iR
- Primary Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- 2nd Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- Riser Card: Riser with 3 PCIe Slots
- Power Supply: Energy Smart Redundant Power Supply with Dual Cords
- Bezel:
- Rack Bezel
- Network Adapter: Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC

- CD/DVD Drive: DVD+/-RW, SATA, Internal
- Hardware Support Services: 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack

4.3.2 Test/Stage Application Server: Quantity 1

- PowerEdge R710: Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
- Additional Processor: Single Processor Only
- Memory: 4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor
- Operating System: Windows Server® 2008 R2, Standard Edition, Includes 10 CALs
- Chassis Configuration: Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
- Primary Controller: SAS 6/iR Integrated, x8 Backplane
- Backplane: 1x8 Backplane for 2.5-inch Hard Drives
- Hard Drive Configuration: Integrated SAS/SATA RAID 1, PERC 6/i Integrated/SAS6/iR
- Primary Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- 2nd Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- Riser Card: Riser with 3 PCIe Slots
- Power Supply: Energy Smart Redundant Power Supply with Dual Cords
- Bezel: Rack Bezel
- Network Adapter: Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC
- CD/DVD Drive: DVD+/-RW, SATA, Internal
- Hardware Support Services: 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack

4.3.3 Production SQL Servers: Quantity 2 (Clustered)

- PowerEdge R710: Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
- Additional Processor: Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
- Memory: 8GB Memory (4x2GB), 1066MHz, Dual Ranked RDIMMs for 2 Processor
- Operating System: Windows Server® 2008 R2, Enterprise Edition X64, Includes 10 CALs
- Chassis Configuration: Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
- Primary Controller: SAS 6/iR Integrated, x8 Backplane
- Backplane: 1x8 Backplane for 2.5-inch Hard Drives
- Hard Drive Configuration: Integrated SAS/SATA RAID 1, PERC 6/i Integrated/SAS6/iR
- Primary Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- 2nd Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- Microsoft SQL Server: Microsoft® SQL Server™ 2008 X64 Standard Edition (2 Socket),OEM,NFI
- Riser Card: Riser with 3 PCIe Slots
- Power Supply: Energy Smart Redundant Power Supply with Dual Cords
- Bezel: Rack Bezel
- Network Adapter: Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC
- CD/DVD Drive: DVD+/-RW, SATA, Internal
- Hardware Support Services 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack

4.3.4 SQL Test/Stage Server: Quantity 1

- PowerEdge R710: Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
- Additional Processor: Single Processor Only

- Memory: 4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor
- Operating System: Windows Server® 2008 R2, Standard Edition X64, Includes 10 CALs
- Chassis Configuration: Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
- Primary Controller: SAS 6/iR Integrated, x8 Backplane
- Backplane: 1x8 Backplane for 2.5-inch Hard Drives
- Hard Drive Configuration: Integrated SAS/SATA RAID 1, PERC 6/i Integrated/SAS6/iR
- Primary Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- 2nd Hard Drive: 146GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive
- Microsoft SQL Server: Microsoft® SQL Server™ 2008 X64 Standard Edition (1 Socket),OEM,NFI
- Riser Card: Riser with 3 PCIe Slots
- Power Supply: Energy Smart Redundant Power Supply with Dual Cords
- Bezel: Rack Bezel
- Network Adapter: Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC
- CD/DVD Drive: DVD+/-RW, SATA, Internal
- Hardware Support Services:
 - 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack
- Backup Server: Quantity 1
- PowerEdge R710:
 - Intel® Xeon® E5504, 2.0Ghz, 4M Cache, 800MHz Max Mem
 - Additional Processor: Single Processor Only
 - Memory: 4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor
 - Operating System:
 - Windows Server® 2008 R2, Standard Edition, Includes 10 CALs

- Chassis Configuration: Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal
- Primary Controller: SAS 6/iR Integrated, x8 Backplane
- Backplane: 1x8 Backplane for 2.5-inch Hard Drives
- Hard Drive Configuration: Integrated SAS/SATA RAID 5, PERC 6/i Integrated/SAS6/iR
- Primary Hard Drive: 1 TB 7.2K RPM SATA 3.5" Hot Plug Hard Drives
- 2nd Hard Drive: 1 TB 7.2K RPM SATA 3.5" Hot Plug Hard Drives
- 3rd Hard Drive B 7.2K RPM SATA 3.5" Hot Plug Hard Drives
- 4th Hard Drive: 1 TB 7.2K RPM SATA 3.5" Hot Plug Hard Drives
- Riser Card: Riser with 3 PCIe Slots
- Power Supply: Energy Smart Redundant Power Supply with Dual Cords
- Bezel: Rack Bezel
- Network Adapter: Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC
- CD/DVD Drive: DVD+/-RW, SATA, Internal
- Hardware Support Services: Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack

4.3.5 Network Storage: Quantity 1

- PowerVault MD3000i iSCSI RAID array with two dual-port controllers
- Chassis Configuration: Rapid Rails for Dell, or other Square Hole Racks
- Primary Hard Drive: 450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive
- 2nd Hard Drive: 450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive
- 3rd Hard Drive 450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive
- 4th Hard Drive 450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive 5th Hard Drive
- 450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive
- Hardware Support Services: 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack

4.3.6 Load Balancer: Quantity 2

- Barracuda Load Balancer 340

4.3.7 Backup Server

The backup server is utilizing Microsoft data protection software to perform the backup of the servers and the data this allows the customer to restore any server or data to any restore point in time. The solution is a network based backup and is stored on the server. The client can define their own backup schedule policy for son, father, and grandfather.

4.3.8 Workstation requirements

- Personal Computer – On Network (Active Directory Authentication or VPN or Login)
- 1GHz Pentium-compatible processor or faster
- Windows XP SP2 or Vista or Windows 7
- Minimum RAM: Windows XP 256 MB, Vista 512 MB
- Graphics Memory: 32MB
- Browser: Microsoft® Internet Explorer 5.5 or higher (If IE8 is used, must be in compatibility mode)
- Applications: Adobe Reader
- Ports: USB 2.0 compliant 4-pin ports

4.4 Installation

Orion agrees to install all Orion provided equipment into the customer's data center following the installation standards as defined by the customer. Orion's installation engineers are Certified Microsoft and Cisco engineers with multiple years of deployment and support experience.

Orion has not included pricing or installation fees for rack mounts, network switches, network routers, cabling or power due to the lack of detailed information regarding the existing network being considered for this deployment.

Orion is willing to provide those services and associated pricing portfolio after an onsite visit is conducted and infrastructure diagrams have been formalized.

The following steps are the general steps used to setup the Application and Database servers in preparation for the Orion Applications

4.5 Application Server

1. Install OS: Microsoft Windows Server 2003 R2 32-bit SP2
2. Assign Static IP
3. Remove Internet Explorer Enhanced Security Configuration
4. Allow Internet access for updates.
5. Grant Local Administrative access (This can be a domain account)
6. Create Local or Network user account(This will be a service account)
7. Enable Remote Desktop access
8. Install Windows Components
 - a. Network COM+ access
 - b. Internet Information Services (IIS).
 - c. Internet Information Services Manager
 - d. World Wide Web Service
 - e. Active Server Pages
 - f. Server Side Includes
 - g. World Wide Web Service
9. Install .NET Framework (Install after IIS is installed to insure proper registration)
 - a. Microsoft .NET Framework 2.0 Service Pack 1
 - b. Microsoft .NET Framework 3.0 Service Pack 1
 - c. Microsoft .NET Framework 3.5
10. Apply all Microsoft updates
11. Allow email relaying from this server.

4.6 SQL Server

1. Install OS: Microsoft Windows Server 2003 R2 32-bit of 64-bit SP2
2. Assign Static IP

3. Remove Internet Explorer Enhanced Security Configuration
4. Allow Internet access for updates.
5. Create Local Administrative access (This can be a domain account)
6. Create Local or Network user account(This will be a service account)
7. Enable Remote Desktop access
8. Install Windows Components
 - a. Network COM+ access
 - b. Internet Information Services (IIS).
 - c. Internet Information Services Manager
 - d. World Wide Web Service
 - e. Active Server Pages
 - f. Server Side Includes
 - g. World Wide Web Service
9. Microsoft SQL 2005 Standard Edition Match with OS version and use Mixed Authentication mode)
10. Install the following SQL Services:
 - a. Database Service
 - b. Integration Services
 - c. Reporting Services (Use default setup)
 - d. Administrative Tools (Do not install sample databases or documentation)
11. Install SQL Service Pack 3
12. Create SQL User Accounts (This can be done by Orion after the install)
 - a. Local SQL Admin Account with SYSADMIN rights
 - b. Application SQL Account for DBO access to the database
 - c. SSRS User Account for Read-Only access to the database
13. Apply all Microsoft updates
14. Allow email relaying from this server.

5.0 System Software and Security

CourtNotify can operate supporting Active Directory authentication or using a username with strong passwords. Both settings can reside in the same solution allows certain agencies to be active directory while other agencies use login methodologies. Access to private networks using any form of VPN access is not an issue for accessing Orion's browser based solution.

CourtNotify can be published either inside an agency's intranet or publically within the agency's DMZ. Transactions can be secured using a SSL protocol (https://) for public or private hosting scenarios. SSL offers encryption protection on transactions to thwart malicious eavesdropping or man-in -the-middle attacks.

The security and confidentiality of data within CourtNotify is configurable based upon agency user permission settings. Orion agrees to comply with the Customer's security requirements for deployment of web technologies.

Passwords are encrypted on the SQL 2005 server using symmetrical key encryption. Password resets can be forced based upon security policies of the agency. Forgot password email responses can be utilized based upon the security policies of the agency.

6.0 Application Software Functions

For the purpose of this response – Orion will designate Officers and Civilians as Witnesses. An Officer is implied to be any user of the system that is a law enforcement agency. A Civilian is a non-user of the system and has to be served in person by an officer of the court using a subpoena document.

6.1 District Court Requirements

ID	Requirements	Louisville Comments/Notes	Product Provides Feature
1.01	Ability to capture names of officers and/or witnesses identified for each specific court case.		<u>Comply</u>
<p>CourtNotify holds a repository of officer information and civilian witness information within the application. This allows for the selecting of an individual to add them to a case as a witness. Witnesses can also be given witness codes. These codes can be used to automate subpoena notification routines based upon hearing types. As new events occur, witnesses are learned forward therefore they do not need to be "re-added" to the case. If a witness is no longer needed on a case they status can be changed to remove them from being learned forward and subpoenaed for future events. Additionally privacy tools are provided to enable certain witnesses to be kept private for protection and privacy concerns.</p>			
1.02	Ability to capture court case number, court date, court room, and other pertinent data required for creation of the subpoena.		<u>Comply</u>
<p>CourtNotify provides the ability to capture Unlimited numbers of Defendant and Co-Defendant(s) for a case. For each defendant the information collected includes demographic information including but not limited to: Name and referenced aliases with master name, external system person reference ID</p>			

<p>numbers – Case System, Jail Systems, RMS Systems, State ID numbers, Race, Sex, Date of Birth</p> <p>Case information includes an unlimited number of charges, case reference numbers, police service or Item numbers, formal state or city charges with charge class detail.</p> <p>Additional Items include: Event Time/Date, Event Type, Court Name, Notification Type, Notification Document Used, Court Section with Court Facility Name and Address, Issuing Agency, Create Date/ Time, Name and Contact information for Judge, Prosecutor, Attorney, and Public Defender, Notes</p>			
1.03	Ability to review officer availability for court date/time selected.		<u>Comply</u>
<p>CourtNotify provides access to officer schedules in a calendar view, report view, and event views. Information provided includes: work days, shift information, days off, Leaves with leave types, Court Exception time periods with approver's name for the exception, all scheduled court appearances. As officers are notified and acknowledge their subpoenas the information is updated immediately for issuing agencies to see the status. In the event of a conflict the conflict is updated in real time also indicating to the issuing agencies the conflict.</p>			
1.04	Ability to record officer/witness assignment to court appearance.		<u>Comply</u>
<p>Officers/Witnesses can be assigned to a court appearance with a status of: Appear, Standby or Disregard (to inform them of a cancelled or rescheduled event.) Additionally if the court decides to use witness codes – an officer can be assigned a witness code which can be used to automate subpoena notification routines based upon hearing types. Or notifications can be processed manually or in bulk by an authorized user.</p> <p>As new events occur, witnesses are learned forward therefore they do not need to be "re-added" to the case. If a witness is no longer needed on a case they status can be changed to remove them from being learned forward and subpoenaed for future events. Additionally privacy tools are provided to enable</p>			

certain witnesses to be kept private for protection and privacy concerns.			
1.05	Ability to modify officer/witness assignment to court appearance.		<u>Comply</u>
<p>Officers and Civilian witnesses can be modified within the application. An officer can be added or removed from a case or an event. Notification types can be adjusted (Standby versus Appear). Also different subpoena documents can be used for different witness types. Civilians can be updated to correct an address or fix a name or alias name. A civilian can be marked as private so their information is restricted to certain users. Notes can be added at any time and are viewable by an officer or by the deputy serving the civilian witness.</p>			
1.06	Ability to interface with KYCourts to receive court appearance schedule information.	Retrieval would require database access. Will most likely receive data via an interface.	<u>Comply</u>
<p>CourtNotify is designed to receive and send data with external applications. Interfaces that are commonly used by CourtNotify include: Web Services, Flat Files, Data Views, or Orion is able to write SQL queries to extract the data from the existing database and then consume the data into CourtNotify. Interfaces are implemented in 90% of Orion's implementations and are considered a standard process for deployment.</p>			
1.07	Ability to generate e-subpoena with required information, including case number, court date/time, court room, officer/witness name, officer/witness address, officer availability/status, officer's superior, etc	Required information must include date of issuance and name of circuit court clerk.	<u>Comply</u>
<p>CourtNotify comes with a document management tool that allows the Agency to create their subpoena documents. Documents are created and can be setup for use by Court,</p>			

<p>Court Type, Hearing Type, and Notification type. This allows for comprehensive flexibility on the forms used for a subpoena for an officer. Civilian subpoenas can be setup for service delivery to include bar code scanning to collect the delivery results electronically. Civilian subpoenas can also be selected allowing a different subpoena type for a witness e.g. Duces Tecum subpoena.</p>			
1.08	Ability to print hard copy version of subpoena for case file.	Hard copy of subpoena not needed until served.	<u>Comply</u>
<p>Hard copy prints are available individually or in bulk. Bulk printing can be directed to different printers for printing on mail stock. Additionally files can be printed in bulk to PDF files.</p>			
1.09	Ability to electronically deliver e-subpoena to recipient officer/witness.		<u>Comply</u>
<p>Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the officer's agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena.</p>			
1.10	Ability to electronically notify officer's superior of e-subpoena delivery.		<u>Comply</u>
<p>Officer's superior(s) are able to view the status of their own subpoenas as well as their subordinates. This allows a supervisor to monitor the status of an employees subpoenas as well as take action with a subpoena has been escalated to them in the event the officer has not acknowledge receipt of the subpoena in a timely manner. The time to acknowledge the subpoena before it escalates is controlled by the agency and the number of escalation steps through the organization hierarchy is also controlled by the agency.</p>			
1.11	Ability to capture receipt of e-		<u>Comply</u>

	subpoena delivery to officer/witness.		
<p>All subpoenas are tracked in a notification history log. This log provides a header that lists the information regarding the individual and the case event with a tabular result by notification date of the request type, the Status of the Request, Description of the required, Responsible Party name, Date of Activity and who logged it. The purpose of the notification log is to provide the clerk of court all the details related to the chain of custody of the subpoena from the moment of issuance through to service.</p>			
1.12	Ability to capture receipt of e-subpoena notification delivery to officer's superior.		<u>Comply</u>
<p>As subpoenas are tracked as explained in item 1.11 above. In the Responsible party the view would show the officer – Lance Smith: PO: Badge 1234 and the next line would show Brandon Coke: Sup: Badge 4325 the time stamps would show the issue time from the court. When the officer and supervisor individually access the system that time is captured as “accepted” notifying the court of the date/time of the date they received the subpoena. When the officer clicks on the acknowledge button or the supervisor acknowledges on the officer behalf the system records that as a new time stamped event showing “Acknowledged by Lance Smith” or if the Supervisor acknowledges on behalf of Lance Smith it says “Acknowledged by Brandon Coke on Behalf of Lance Smith” and logs the date and time of that event.</p>			
1.13	Ability to capture officer/witness' confirmation of availability to attend case/court on assigned date/time as electronic signature.		<u>Comply</u>
<p>As documented in item 1.12 above this explains the documentation of the confirmation of availability of the officer. An “Acknowledged” subpoena is the notification to the court of the confirmation of availability to attend the event.</p>			
1.14	Ability to capture officer/witness' request for continuance.		<u>Comply</u>
<p>In CourtNotify an agency can control who has the rights to notify the court of an officer's inability to attend court. This is set in the Administrative section by the agency. Most of the time this is given to the employee's supervisor or Police Court</p>			

<p>representative. The functionality allows the agency to notify the court with an "Acknowledge with Exception" and include a note. The note is a free formed text memo that allows the agency to provide to the court additional information regarding why the office will not be to court or may have a conflict preventing court appearance. The information updates the event details in all areas of the system showing this as conflict with the ability to view the note details and who issued the exception.</p>			
1.15	Ability to route officer's request for continuance to superior		
<p>See comments in item 1.14 - an officer is able to send a note from their event (note icon) to request a continuance as well as document the reason for the request</p>			
1.16	Ability to capture officer's superior's acceptance of request for continuance and route to KYCourts clerk for processing.	Not sure this should be clerk's function.	<u>Comply</u>
<p>See item 1.14 above.</p>			
1.17	Ability to print hard copy version of request for continuance for case file.		<u>Comply</u>
<p>The notification log has a print view and each event within the log contains a hyper link that opens a window housing the details which includes a print option.</p>			
1.18	Ability to capture officer's superior's denial of request for continuance and route back to officer for review.		<u>Comply</u>
<p>The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.</p>			
1.19	Ability to capture officer's appeal with reason for request for continuance, and route to superior.		<u>Comply</u>
<p>The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.</p>			
1.20	Ability to capture officer's superior's		<u>Comply</u>

	acceptance of appeal with reason for request for continuance and route to KYCourts clerk for processing.		
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
1.21	Ability for KYCourts clerk to reply to officer with status for request for continuance.		<u>Comply</u>
The notes tool enables the court to send notes directly to the officer. All notes are documented in the system as well as issue an email notification.			
1.22	Ability to withdrawal e-subpoena and record reason for withdrawal.		<u>Comply</u>
In CourtNotify the Court is able to disregard an officer and send a notification of the disregard via email. The system also updates the home screens to change the status of the subpoena to Disregard. The system is configurable to allow the agency to request to receive acknowledge receipt of the disregards from the officer and/or supervisor(s) based upon the agency's policy. The disregard can be for multiple reasons and can be included in the disregard text detail.			
1.23	Ability to issue continuance e-subpoena to officer/witness and officer's superior.	In the event the case is rescheduled.	<u>Comply</u>
A continuance subpoena can be issued and a different format can be utilized to represent a continuance. If desired by the agency, the court tracker tool allows the officer to log that the event was continued to the next day which will update the officer's calendar with the continuance information.			
1.24	Ability to print continuance e-subpoena for case file.	Hard copy of continuance subpoena not needed until served.	<u>Comply</u>
A Continuance subpoena is treated like any other subpoena. The only difference would			

<p>be the adjustment on the need for escalations and acknowledgements. This is a setting that is most often turned off since the officer or civilian were sworn in and are by order of the court required to appear the subsequent day.</p>			
1.25	Ability to record officer/witness has been served.	Would like for service information populate to KY Courts.	<u>Comply</u>
<p>For an officer the acknowledging of the subpoena is their official acceptance of the subpoena. If a supervisor or administrator acknowledges on behalf of the officer this is also accepted as service to the officer. For civilian witnesses, individuals responsible for serving those witnesses are tracked by all stages of service including: assignment – when the subpoena is assigned to the deputy for service, accepted – automatically happens when a deputy views their assignments, printed – automatically tracked when the deputy prints their subpoenas, and service results collected when the deputy services the civilian. Service result types are controlled by the agency and can be select by the serving deputy by use of a bar code scanner from their returns or data entered into CNS using a front end web page to collect their return results. These results are automatically updated to the notification log for the court and attached to the event record.</p>			
1.26	Ability to print confirmation that officer/witness has been served for case file.	Includes thermal printers. Confirmation not needed for clerk, served subpoena will serve as confirmation.	<u>Comply</u>
<p>Subpoenas including service results are printable by the court.</p>			
1.27	Ability to capture officer name and time of attendance for case/court appearance.		<u>Comply</u>
<p>When officers attend court, CourtNotify can track their arrival and departure from court using an onsite login/logout system or an online tool designed to allow an officer to document their court arrival and departure. The system captures their arrival time and</p>			

associates that to the events scheduled for that facility for that day. When the officer departs, additional information (at the discretion of the agency) can be collected. Most common information includes any continuance information and a report on if they testified or not. A printout of the court attendance record is also available.

6.2 Grand Jury Requirements

ID	Requirements	Louisville Comments/Notes	Response
2.01	Ability to receive case from District Court.		<u>Comply</u>
CourtNotify can receive cases directly from any Court either through an electronic interface or through data entry. The most common method is an interface using either web services, flat files, xml records, SSIS packages, data views, or SQL queries.			
2.02	Ability to receive a request for Direct Submission.		<u>Comply</u>
A subpoena can be issued from an external application and received into CourtNotify. Common standards used are web services, SSIS packages, data views, and extract files. Additionally, Court users who are authorized to issue subpoenas for a court or court type can directly issue a subpoena from within the application.			
2.03	Ability to input case into CAO Computerized Case Management System.	CAO - Commonwealth Attorney's Office	<u>Comply</u>
A case, case event, or subpoena can be provided from CourtNotify to an external application. Common standards used are web services, SSIS packages, data views, and extract files.			
2.04	Ability for Grand Jury staff to schedule the case on Grand Jury calendar.		<u>Comply</u>
A case, case event, or subpoena can be provided from CourtNotify to an external application. A case, case event, or subpoena can be received from an external application. A case, case event, or subpoena can be directly entered from an external application. Common standards used are web services, SSIS packages, data views, and extract files.			
2.05	Ability to review officer availability for		<u>Comply</u>

	court date/time selected.		
<p>CourtNotify provides access to officer schedules in a calendar view, report view, and event views. Information provided includes: work days, shift information, days off, Leaves with leave types, Court Exception time periods with approver's name for the exception, all scheduled court appearances. As officers are notified and acknowledge their subpoenas the information is updated immediately for issuing agencies to see the status. In the event of a conflict the conflict is updated in real time also indicating to the issuing agencies the conflict.</p>			
2.06	Ability to generate e-subpoena with required information, including case number, court date/time, court room, officer/witness name, officer/witness address, officer availability/status, officer's superior, etc.		<u>Comply</u>
<p>CourtNotify comes with a document management tool that allows the Agency to create their subpoena documents. Documents are created and can be setup for use by Court, Court Type, Hearing Type, and Notification type. This allows for comprehensive flexibility on the forms used for a subpoena for an officer. Civilian subpoenas can be setup for service delivery to include bar code scanning to collect the delivery results electronically. Civilian subpoenas can also be selected allowing a different subpoena type for a witness e.g. Duces Tecum subpoena.</p>			
2.07	Ability to print hard copy version of subpoena for case file.		<u>Comply</u>
<p>Hard copy prints are available individually or in bulk. Bulk printing can be directed to different printers for printing on mail stock. Additionally files can be printed in bulk to PDF files.</p>			
2.08	Ability to electronically deliver e-subpoena to recipient officer/witness.	Must include non-LMPD police departments (e.g., Shively, St. Matthews, Jeffersontown, etc)	<u>Comply</u>

<p>Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the officer's agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena.</p> <p>CourtNotify is a multi-agency system. Therefore multiple police departments or receiving agencies can utilize the application. Receiving agencies can only view and manage their own personnel therefore security is managed across agency boundaries. Courts are able to subpoena and track subpoenas for any officer from any agency.</p>			
2.09	Ability to electronically notify officer's superior of e-subpoena delivery.		<u>Comply</u>
<p>Officer's superior(s) are able to view the status of their own subpoenas as well as their subordinates. This allows a supervisor to monitor the status of an employee's subpoenas as well as take action with a subpoena has been escalated to them in the event the officer has not acknowledge receipt of the subpoena in a timely manner. The time to acknowledge the subpoena before it escalates is controlled by the agency and the number of escalation steps through the organization hierarchy is also controlled by the agency.</p>			
2.10	Ability to capture receipt of e-subpoena delivery to officer/witness.		<u>Comply</u>
<p>All subpoenas are tracked in a notification history log. This log provides a header that lists the information regarding the individual and the case event with a tabular result by notification date of the request type, the Status of the Request, Description of the required, Responsible Party name, Date of Activity and who logged it. The purpose of the notification log is to provide the clerk of court all the details related to the chain of custody of the subpoena from the moment of issuance through to service.</p>			
2.11	Ability to capture receipt of e-subpoena notification delivery to officer's superior.		<u>Comply</u>
<p>As subpoenas are tracked as explained in item 1.11 above. In the Responsible party the</p>			

<p>view would show the officer – Lance Smith: PO: Badge 1234 and the next line would show Brandon Coke: Sup: Badge 4325 the time stamps would show the issue time from the court. When the officer and supervisor individually access the system that time is captured as “accepted” notifying the court of the date/time of the date they received the subpoena. When the officer clicks on the acknowledge button or the supervisor acknowledges on the officer behalf the system records that as a new time stamped event showing “Acknowledged by Lance Smith” or if the Supervisor acknowledges on behalf of Lance Smith it says “Acknowledged by Brandon Coke on Behalf of Lance Smith” and logs the date and time of that event.</p>			
2.12	Ability to capture officer/witness' confirmation of availability to attend case/court on assigned date/time as electronic signature.		
<p>As documented in item 2.11 above this explains the documentation of the confirmation of availability of the officer. An “Acknowledged” subpoena is the notification to the court of the confirmation of availability to attend the event.</p>			
2.13	Ability to capture officer/witness' request for continuance.		<u>Comply</u>
<p>In CourtNotify an agency can control who has the rights to notify the court of an officer's inability to attend court. This is set in the Administrative section by the agency. Most of the time this is given to the employee's supervisor or Police Court representative. The functionality allows the agency to notify the court with an “Acknowledge with Exception” and include a note. The note is a free formed text memo that allows the agency to provide to the court additional information regarding why the office will not be to court or may have a conflict preventing court appearance. The information updates the event details in all areas of the system showing this as conflict with the ability to view the note details and who issued the exception.</p>			
2.14	Ability to route officer's request for continuance to superior.		<u>Comply</u>
<p>See comments in item 2.13 - an officer is able to send a note from their event (note icon) to request a continuance as well as document the reason for the request</p>			
2.15	Ability to capture officer's superior's acceptance of request for continuance		<u>Comply</u>

	and route to Grand Jury clerk for processing.		
See item 2.13 above.			
2.16	Ability to print hard copy version of request for continuance for case file.		<u>Comply</u>
The notification log has a print view and each event within the log contains a hyper link that opens a window housing the details which includes a print option.			
2.17	Ability to capture officer's superior's denial of request for continuance and route back to officer for review.		<u>Comply</u>
2.18	Ability to capture officer's appeal with reason for request for continuance, and route to superior.		<u>Comply</u>
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
2.19	Ability to capture officer's superior's acceptance of request for continuance and route to Grand Jury clerk for processing.		<u>Comply</u>
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
2.20	Ability for Grand Jury clerk to reply to officer with status for request for continuance.		<u>Comply</u>
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
2.21	Ability to withdrawal e-subpoena and record reason for withdrawal.		<u>Comply</u>
In CourtNotify the Court is able to disregard an officer and send a notification of the			

<p>disregard via email. The system is configurable to allow the agency to request to receive acknowledge receipt of the disregards from the officer and/or supervisor(s) based upon the agency's policy. The disregard can be for multiple reasons and can be included in the disregard text detail.</p>			
2.22	Ability to issue continuance e-subpoena to officer/witness and officer's superior.	In the event the case is rescheduled.	<u>Comply</u>
<p>A continuance subpoena can be issued and a different format can be utilized to represent a continuance. If desired by the agency, the court tracker tool allows the officer to log that the event was continued to the next day which will update the officer's calendar with the continuance information.</p>			
2.23	Ability to print continuance e-subpoena for case file.		<u>Comply</u>
<p>A Continuance subpoena is treated like any other subpoena. The only difference would be the adjustment on the need for escalations and acknowledgements. This is a setting that is most often turned off since the officer or civilian were sworn in and are by order of the court required to appear the subsequent day.</p>			
2.24	Ability to record officer/witness has been served.		<u>Comply</u>
<p>For an officer the acknowledging of the subpoena is their official acceptance of the subpoena. If a supervisor or administrator acknowledges on behalf of the officer this is also accepted as service to the officer. For civilian witnesses, individuals responsible for serving those witnesses are tracked by all stages of service including: assignment – when the subpoena is assigned to the deputy for service, accepted – automatically happens when a deputy views their assignments, printed – automatically tracked when the deputy prints their subpoenas, and service results collected when the deputy services the civilian. Service result types are controlled by the agency and can be select by the serving deputy by use of a bar code scanner from their returns or data entered into CNS using a front end web page to collect their return results. These results are automatically updated to the notification log for the court and attached to the event record.</p>			
2.25	Ability to print confirmation that officer/witness has been served for case file.		<u>Comply</u>

Subpoenas including service results are printable by the court.			
2.26	Ability to capture officer name and time of attendance for case/court appearance.		<u>Comply</u>
<p>When officers attend court, CourtNotify can track their arrival and departure from court using an onsite login/logout system or an online tool designed to allow an officer to document their court arrival and departure. The system captures their arrival time and associates that to the events scheduled for that facility for that day. When the officer departs, additional information (at the discretion of the agency) can be collected. Most common information includes any continuance information and a report on if they testified or not. A printout of the court attendance record is also available.</p>			

6.3 Circuit Court Requirements

ID	Requirements	Louisville Comments/Notes	Response
3.01	Ability for prosecutor to identify case and officer(s)/witnesses to be subpoenaed and the type of court appearance.		<u>Comply</u>
<p>CourtNotify provides the ability to capture Unlimited numbers of Defendant and Co-Defendant(s) for a case. For each defendant the information collected includes demographic information including but not limited to: Name and referenced aliases with master name, external system person reference ID numbers – Case System, Jail Systems, RMS Systems, State ID numbers, Race, Sex, Date of Birth</p> <p>Case information includes an unlimited number of charges, case reference numbers, police service or Item numbers, formal state or city charges with charge class detail. Additional Items include: Event Time/Date, Event Type, Court Name, Notification Type, Notification Document Used, Court Section with Court Facility Name and Address, Issuing Agency, Create Date/ Time, Name and Contact information for Judge, Prosecutor, Attorney, and Public Defender, Notes</p> <p>CourtNotify holds a repository of officer information and civilian witness information within the application. This allows for the selecting of an individual to add them to a</p>			

<p>case as a witness. Witnesses can also be given witness codes. These codes can be used to automate subpoena notification routines based upon hearing types. As new events occur, witnesses are learned forward therefore they do not need to be "re-added" to the case. If a witness is no longer needed on a case they status can be changed to remove them from being learned forward and subpoenaed for future events. Additionally privacy tools are provided to enable certain witnesses to be kept private for protection and privacy concerns.</p>			
3.02	Ability to input case into CAO Computerized Case Management System.	CAO - Commonwealth Attorney's Office	<u>Comply</u>
<p>A case, case event, or subpoena can be provided from CourtNotify to an external application. Common standards used are web services, SSIS packages, data views, and extract files.</p>			
3.03	Ability for Prosecutor to schedule the case on the Circuit Court calendar.		<u>Comply</u>
<p>A case, case event, or subpoena can be provided from CourtNotify to an external application. A case, case event, or subpoena can be received from an external application. A case, case event, or subpoena can be directly entered from an external application. Common standards used are web services, SSIS packages, data views, and extract files.</p>			
3.04	Ability to review officer availability for court date/time selected.		<u>Comply</u>
<p>CourtNotify provides access to officer schedules in a calendar view, report view, and event views. Information provided includes: work days, shift information, days off, Leaves with leave types, Court Exception time periods with approver's name for the exception, all scheduled court appearances. As officers are notified and acknowledge their subpoenas the information is updated immediately for issuing agencies to see the status. In the event of a conflict the conflict is updated in real time also indicating to the issuing agencies the conflict.</p>			
3.05	Ability to generate e-subpoena with required information, including case		<u>Comply</u>

	<p>number, court date/time, court room, officer/witness name, officer/witness address, officer availability/status, officer's superior, etc.</p>		
<p>CourtNotify comes with a document management tool that allows the Agency to create their subpoena documents. Documents are created and can be setup for use by Court, Court Type, Hearing Type, and Notification type. This allows for comprehensive flexibility on the forms used for a subpoena for an officer. Civilian subpoenas can be setup for service delivery to include bar code scanning to collect the delivery results electronically. Civilian subpoenas can also be selected allowing a different subpoena type for a witness e.g. Duces Tecum subpoena.</p>			
<p>3.06</p>	<p>Ability to print hard copy version of subpoena for case file.</p>		<p><u>Comply</u></p>
<p>Hard copy prints are available individually or in bulk. Bulk printing can be directed to different printers for printing on mail stock. Additionally files can be printed in bulk to PDF files.</p>			
<p>3.07</p>	<p>Ability to electronically deliver e-subpoena to recipient officer/witness.</p>	<p>Must include non-LMPD police departments (e.g., Shively, St. Matthews, Jeffersontown, etc)</p>	<p><u>Comply</u></p>
<p>Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the officer's agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena.</p> <p>CourtNotify is a multi-agency system. Therefore multiple police departments or receiving agencies can utilize the application. Receiving agencies can only view and manage their own personnel therefore security is managed across agency boundaries.</p>			

Courts are able to subpoena and track subpoenas for any officer from any agency.		
3.08	Ability to electronically notify officer's superior of e-subpoena delivery.	<u>Comply</u>
Officer's superior(s) are able to view the status of their own subpoenas as well as their subordinates. This allows a supervisor to monitor the status of an employees subpoenas as well as take action with a subpoena has been escalated to them in the event the officer has not acknowledge receipt of the subpoena in a timely manner. The time to acknowledge the subpoena before it escalates is controlled by the agency and the number of escalation steps through the organization hierarchy is also controlled by the agency.		
3.09	Ability to capture receipt of e-subpoena delivery to officer/witness.	<u>Comply</u>
All subpoenas are tracked in a notification history log. This log provides a header that lists the information regarding the individual and the case event with a tabular result by notification date of the request type, the Status of the Request, Description of the required, Responsible Party name, Date of Activity and who logged it. The purpose of the notification log is to provide the clerk of court all the details related to the chain of custody of the subpoena from the moment of issuance through to service.		
3.10	Ability to capture receipt of e-subpoena notification delivery to officer's superior.	<u>Comply</u>
As subpoenas are tracked as explained in item 1.11 above. In the Responsible party the view would show the officer – Lance Smith: PO: Badge 1234 and the next line would show Brandon Coke: Sup: Badge 4325 the time stamps would show the issue time from the court. When the officer and supervisor individually access the system that time is captured as "accepted" notifying the court of the date/time of the date they received the subpoena. When the officer clicks on the acknowledge button or the supervisor acknowledges on the officer behalf the system records that as a new time stamped event showing "Acknowledged by Lance Smith" or if the Supervisor acknowledges on behalf of Lance Smith it says "Acknowledged by Brandon Coke on Behalf of Lance Smith" and logs the date and time of that event.		
3.11	Ability to capture officer/witness' confirmation of availability to attend	<u>Comply</u>

	case/court on assigned date/time as electronic signature.		
As documented in item 3.09 above this explains the documentation of the confirmation of availability of the officer. An "Acknowledged" subpoena is the notification to the court of the confirmation of availability to attend the event.			
3.12	Ability to capture officer/witness' request for continuance.		<u>Comply</u>
In CourtNotify an agency can control who has the rights to notify the court of an officer's inability to attend court. This is set in the Administrative section by the agency. Most of the time this is given to the employee's supervisor or Police Court representative. The functionality allows the agency to notify the court with an "Acknowledge with Exception" and include a note. The note is a free formed text memo that allows the agency to provide to the court additional information regarding why the office will not be to court or may have a conflict preventing court appearance. The information updates the event details in all areas of the system showing this as conflict with the ability to view the note details and who issued the exception.			
3.13	Ability to route officer's request for continuance to superior.		<u>Comply</u>
See comments in item 3.12- an officer is able to send a note from their event (note icon) to request a continuance as well as document the reason for the request			
3.14	Ability to capture officer's superior's acceptance of request for continuance and route to Grand Jury clerk for processing.		<u>Comply</u>
See item 3.12 above.			
3.15	Ability to print hard copy version of request for continuance for case file.		<u>Comply</u>
The notification log has a print view and each event within the log contains a hyper link that opens a window housing the details which includes a print option.			
3.16	Ability to capture officer's superior's denial of request for continuance and route back to officer for review		<u>Comply</u>
The entire correspondence of the all communications between the officer and the			

supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
3.17	Ability to capture officer's appeal with reason for request for continuance, and route to superior.		<u>Comply</u>
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
3.18	Ability to capture officer's superior's acceptance of request for continuance and route to CAO clerk for processing.	CAO - Commonwealth Attorney's Office	<u>Comply</u>
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
3.19	Ability for CAO clerk to reply to officer with status for request for continuance.		<u>Comply</u>
The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.			
3.20	Ability to withdrawal e-subpoena and record reason for withdrawal.		<u>Comply</u>
In CourtNotify the Court is able to disregard an officer and send a notification of the disregard via email. The system is configurable to allow the agency to request to receive acknowledge receipt of the disregards from the officer and/or supervisor(s) based upon the agency's policy. The disregard can be for multiple reasons and can be included in the disregard text detail.			
3.21	Ability to issue continuance e-subpoena to officer/witness and officer's superior.	In the event the case is rescheduled.	<u>Comply</u>
A continuance subpoena can be issued and a different format can be utilized to represent a continuance. If desired by the agency, the court tracker tool allows the officer to log that the event was continued to the next day which will update the officer's calendar with the continuance information.			
3.22	Ability to print continuance e-subpoena		<u>Comply</u>

	for case file.		
<p>A Continuance subpoena is treated like any other subpoena. The only difference would be the adjustment on the need for escalations and acknowledgements. This is a setting that is most often turned off since the officer or civilian were sworn in and are by order of the court required to appear the subsequent day.</p>			
3.23	Ability to record officer/witness has been served.		<u>Comply</u>
<p>For an officer the acknowledging of the subpoena is their official acceptance of the subpoena. If a supervisor or administrator acknowledges on behalf of the officer this is also accepted as service to the officer. For civilian witnesses, individuals responsible for serving those witnesses are tracked by all stages of service including: assignment – when the subpoena is assigned to the deputy for service, accepted – automatically happens when a deputy views their assignments, printed – automatically tracked when the deputy prints their subpoenas, and service results collected when the deputy services the civilian. Service result types are controlled by the agency and can be select by the serving deputy by use of a bar code scanner from their returns or data entered into CNS using a front end web page to collect their return results. These results are automatically updated to the notification log for the court and attached to the event record.</p>			
3.24	Ability to print confirmation that officer/witness has been served for case file.		<u>Comply</u>
<p>Subpoenas including service results are printable by the court.</p>			
3.25	Ability to capture officer name and time of attendance for case/court appearance.		<u>Comply</u>
<p>When officers attend court, CourtNotify can track their arrival and departure from court using an onsite login/logout system or an online tool designed to allow an officer to document their court arrival and departure. The system captures their arrival time and associates that to the events scheduled for that facility for that day. When the officer departs, additional information (at the discretion of the agency) can be collected. Most common information includes any continuance information and a report on if they testified or not. A printout of the court attendance record is also available.</p>			

6.4 Family Court Requirements

ID	Requirements	Louisville Comments/Notes	Response
4.01	No specific requirements identified to date.		

6.5 Juvenile Court Requirements

ID	Requirements	Louisville Comments/Notes	Response
5.01	Ability to serve e-subpoena within the first 48 hours.		<u>Comply</u>
Subpoenas are served in real time.			
5.02	Any and all subpoenas served to a juvenile must remain confidential.		<u>Comply</u>
Juvenile fields are restricted from view access and from printing on subpoenas. During installation the agency will define the private fields and how they want them restricted within the application. Because CourtNotify allows for different Courts to be created by Court Type the Juvenile court is able to setup their own fields and standards regardless of the desires and standard of other courts in the application.			

6.6 Administrative Office of the Courts

ID	Requirements	Louisville Comments/Notes	Response
6.01	Ability to view e-Subpoenas issued.	Subpoena must be issued by Circuit Court Clerk, signed, but otherwise in blank (RCr 7.02)	<u>Comply</u>
When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes: Notified – Issued by the Court to the Recipient Acknowledged – Confirmation the Witness received the subpoena			

<p>Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior.</p> <p>Escalated – informs the court that the receiver has not acknowledged their subpoena and it has escalated to their chain of command for resolution.</p> <p>For Civilians – the statuses are different:</p> <p>Issued - Issued by the Court to the Recipient</p> <p>Assigned – When the subpoena has been assigned to the responsible party for service.</p> <p>Accepted – when the responsible party has seen their new assignments.</p> <p>Printed – when the responsible party prints their subpoenas.</p> <p>Results of Service:</p> <p>Personal Service</p> <p>Domiciliary Service</p> <p>Subject Moved</p> <p>Bad Address</p> <p>Incomplete Address</p> <p>Unknown at Address</p> <p>Mailed</p> <p>Service other</p> <p>Includes ability for the server to provide comments.</p> <p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>			
6.02	Ability to view e-Subpoenas served.		Comply
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user. See 6.01 for more details.</p>			
6.03	Ability to view e-Subpoenas issued but not served.		Comply
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log</p>			

<p>which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>			
6.04	<p>Provides ability to make annotations, comments, and/or notes within the e-subpoena.</p>	<p>Clerks/Court may be interested in this ability, but new system should report info back to court electronically</p>	<p><u>Comply</u></p>
<p>Notes are added to the witness record using the notes log. This allows the notes to be documented in the system with the user name and date/time stamp.</p>			
6.05	<p>Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.</p>	<p>Courts to consider electronic notification if feasible within the Criminal Rules</p>	<p><u>Comply</u></p>
<p>The system allows for the printing of any subpoena within the application. All screens allow print views. A link for the case event by witness is available that prints the entire case record for that event with all relevant data for that witness.</p>			
6.06	<p>Ability to effectively manage continuances, withdrawals, and reissuance of subpoenas without interrupting court scheduling and case processes</p>	<p>Judges likely will need to grant continuances unless business rules agreed to in advance (Some concerns exist as to who initiates request for continuance)</p>	<p><u>Comply</u></p>
<p>A continuance can be issues and even served in court to a civilian or an officer by a clerk of court with the user permission to perform personal service. Other methods of service include adding a new event to the witness with the continuance document for that event date and time. This can be manually entered or received from an external system.</p>			

6.7 Jefferson County Clerk's Office

ID	Requirements	Louisville Comments/Notes	Response
7.01	Ability to view e-Subpoenas issued.	Subpoena must be issued by Circuit Court Clerk, signed, but otherwise in blank (RCr 7.02)	<u>Comply</u>

When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes:

Notified – Issued by the Court to the Recipient

Acknowledged – Confirmation the Witness received the subpoena

Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior.

Escalated – informs the court that the receiver has not acknowledged their subpoena and it has escalated to their chain of command for resolution.

For Civilians – the statuses are different:

Issued - Issued by the Court to the Recipient

Assigned – When the subpoena has been assigned to the responsible party for service.

Accepted – when the responsible party has seen their new assignments.

Printed – when the responsible party prints their subpoenas.

Results of Service:

Personal Service

Domiciliary Service

Subject Moved

Bad Address

Incomplete Address

Unknown at Address

Mailed

Service other

Includes ability for the server to provide comments.

Each witness has a document icon – when selected it displays the subpoena as issued.

To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.			
7.02	Ability to view e-Subpoenas served.		<u>Comply</u>
Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user. See 7.01 for more details			
7.03	Ability to view e-Subpoenas issued but not served.		<u>Comply</u>
Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.			
7.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	Clerks/Court may be interested in this ability, but new system should report info back to court electronically	<u>Comply</u>
Notes are added to the witness record using the notes log. This allows the notes to be documented in the system with the user name and date/time stamp.			
7.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	Courts to consider electronic notification if feasible within the Criminal Rules	<u>Comply</u>
The system allows for the printing of any subpoena within the application. All screens allow print views. A link for the case event by witness is available that prints the entire case record for that event with all relevant data for that witness.			
7.06	Ability to effectively manage continuances, withdrawals, and reissuance of subpoenas without	Judges likely will need to grant continuances unless	<u>Comply</u>

	interrupting court scheduling and case processes	business rules agreed to in advance (Some concerns exist as to who initiates request for continuance)	
<p>A continuance can be issues and even served in court to a civilian or an officer by a clerk of court with the user permission to perform personal service. Other methods of service include adding a new event to the witness with the continuance document for that event date and time. This can be manually entered or received from an external system.</p>			

6.8 Jefferson County Attorney’s Office

ID	Requirements	Louisville Comments/Notes	Response
8.01	Ability to view e-Subpoenas issued.		Comply
<p>When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes:</p> <p>Notified – Issued by the Court to the Recipient</p> <p>Acknowledged – Confirmation the Witness received the subpoena</p> <p>Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior.</p> <p>Escalated – informs the court that the receiver has not acknowledged their subpoena and it has escalated to their chain of command for resolution.</p> <p>For Civilians – the statuses are different:</p> <p>Issued - Issued by the Court to the Recipient</p> <p>Assigned – When the subpoena has been assigned to the responsible party for service.</p> <p>Accepted – when the responsible party has seen their new assignments.</p> <p>Printed – when the responsible party prints their subpoenas.</p> <p>Results of Service:</p> <ul style="list-style-type: none"> • Personal Service • Domiciliary Service 			

<ul style="list-style-type: none"> • Subject Moved • Bad Address • Incomplete Address • Unknown at Address • Mailed • Service other <p>Includes ability for the server to provide comments.</p> <p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>		
8.02	Ability to view e-Subpoenas served.	<u>Comply</u>
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user. See 8.01 for more details.</p>		
8.03	Ability to view e-Subpoenas issued but not served.	<u>Comply</u>
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>		
8.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.	<u>Comply</u>
<p>Notes are added to the witness record using the notes log. This allows the notes to be documented in the system with the user name and date/time stamp.</p>		
8.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.	<u>Comply</u>
<p>The system allows for the printing of any subpoena within the application. All screens</p>		

allow print views. A link for the case event by witness is available that prints the entire case record for that event with all relevant data for that witness.			
8.06	Full functionality as detailed for District Court.		<u>Comply</u>
See that section for response details.			
8.07	Full functionality as detailed for Circuit Court.		<u>Comply</u>
See those section for response details.			
8.08	Full functionality as detailed for Family Court.		<u>Comply</u>
See those section for response details.			
8.09	Full functionality as detailed for Juvenile Court.		<u>Comply</u>
See those section for response details.			

6.9 Commonwealth Attorney’s Office

ID	Requirements	Louisville Comments/Notes	Response
9.01	Ability to view e-Subpoenas issued.		<u>Comply</u>
<p>When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes:</p> <ul style="list-style-type: none"> • Notified – Issued by the Court to the Recipient • Acknowledged – Confirmation the Witness received the subpoena • Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior. • Escalated – informs the court that the receiver has not acknowledged their subpoena and it has escalated to their chain of command for resolution. • For Civilians – the statuses are different: • Issued - Issued by the Court to the Recipient • Assigned – When the subpoena has been assigned to the responsible party for service. • Accepted – when the responsible party has seen their new assignments. • Printed – when the responsible party prints their subpoenas. 			

<ul style="list-style-type: none"> • Results of Service: • Personal Service • Domiciliary Service • Subject Moved • Bad Address • Incomplete Address • Unknown at Address • Mailed • Service other <p>Includes ability for the server to provide comments.</p> <p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>			
9.02	Ability to view e-Subpoenas served.		
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user. See Item 9.01 for more details.</p>			
9.03	Ability to view e-Subpoenas issued but not served.		<u>Comply</u>
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>			
9.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.		<u>Comply</u>
<p>Notes are added to the witness record using the notes log. This allows the notes to be documented in the system with the user name and date/time stamp.</p>			
9.05	Ability to print hard copy of the		<u>Comply</u>

	subpoena document, including all annotations, comments, and notes for the case file.		
The system allows for the printing of any subpoena within the application. All screens allow print views. A link for the case event by witness is available that prints the entire case record for that event with all relevant data for that witness.			
9.06	Full functionality as detailed for District Court.		<u>Comply</u>
See that section for response details.			
9.07	Full functionality as detailed for Circuit Court.		<u>Comply</u>
See that section for response details.			
9.08	Full functionality as detailed for Family Court.		<u>Comply</u>
See that section for response details.			
9.09	Full functionality as detailed for Juvenile Court.		<u>Comply</u>
See that section for response details.			
9.10	Full functionality as detailed for Grand Jury.		<u>Comply</u>

6.10 Jefferson County Sheriff’s Office

ID	Requirements	Louisville Comments/Notes	Response
10.01	Ability to view e-Subpoenas issued.		<u>Comply</u>
<p>When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes:</p> <ul style="list-style-type: none"> • Notified – Issued by the Court to the Recipient • Acknowledged – Confirmation the Witness received the subpoena • Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior. • Escalated – informs the court that the receiver has not acknowledged their 			

<p>subpoena and it has escalated to their chain of command for resolution.</p> <ul style="list-style-type: none"> • For Civilians – the statuses are different: • Issued - Issued by the Court to the Recipient • Assigned – When the subpoena has been assigned to the responsible party for service. • Accepted – when the responsible party has seen their new assignments. • Printed – when the responsible party prints their subpoenas. • Results of Service: • Personal Service • Domiciliary Service • Subject Moved • Bad Address • Incomplete Address • Unknown at Address • Mailed • Service other <p>Includes ability for the server to provide comments.</p> <p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>			
10.02	Ability to view e-Subpoenas served.		<u>Comply</u>
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user. See Item 10.01 for more details.</p>			
10.03	Ability to view e-Subpoenas issued but not served.		<u>Comply</u>
<p>Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service</p>			

displayed. Each of these screens is printable by the user.			
10.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.		<u>Comply</u>
Notes are added to the witness record using the notes log. This allows the notes to be documented in the system with the user name and date/time stamp.			
10.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.		<u>Comply</u>
The system allows for the printing of any subpoena within the application. All screens allow print views. A link for the case event by witness is available that prints the entire case record for that event with all relevant data for that witness.			
10.06	Ability to view e-Subpoenas issued for officers/deputies.		<u>Comply</u>
Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.			
10.07	Ability to resolve scheduling conflicts between court and shifts.		<u>Comply</u>
CourtNotify holds a comprehensive schedule for all system users. Therefore shifts are automatically provided to the courts for utilization for conflicts and information. CourtNotify provides access to officer schedules in a calendar view, report view, and event views. Information provided includes: work days, shift information, days off, Leaves with leave types, Court Exception time periods with approver's name for the exception, all scheduled court appearances. As officers are notified and acknowledge their subpoenas the information is updated immediately for issuing agencies to see the status. In the event of a conflict the conflict is updated in real time also indicating to the issuing agencies the conflict.			
10.08	Ability for officers/deputies to request continuances.		<u>Comply</u>

<p>In CourtNotify an agency can control who has the rights to notify the court of an officer's inability to attend court. This is set in the Administrative section by the agency. Most of the time this is given to the employee's supervisor or Police Court representative. The functionality allows the agency to notify the court with an "Acknowledge with Exception" and include a note. The note is a free formed text memo that allows the agency to provide to the court additional information regarding why the office will not be to court or may have a conflict preventing court appearance. The information updates the event details in all areas of the system showing this as conflict with the ability to view the note details and who issued the exception.</p>			
10.09	Ability to route request for continuance to superiors for approval/denial.		<u>Comply</u>
<p>See comments in item 10.08 - an officer is able to send a note from their event (note icon) to request a continuance as well as document the reason for the request.</p>			
10.10	Ability to view "status" of requests for continuance.		<u>Comply</u>
<p>The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.</p>			
10.11	Ability to notify officers/deputies of court appearances.		<u>Comply</u>
<p>CourtNotify holds a repository of officer information and civilian witness information within the application. This allows for the selecting of an individual to add them to a case as a witness. Witnesses can also be given witness codes. These codes can be used to automate subpoena notification routines based upon hearing types. As new events occur, witnesses are learned forward therefore they do not need to be "re-added" to the case. If a witness is no longer needed on a case they status can be changed to remove them from being learned forward and subpoenaed for future events. Additionally privacy tools are provided to enable certain witnesses to be kept private for protection and privacy concerns.</p> <p>CourtNotify comes with a document management tool that allows the Agency to create their subpoena documents. Documents are created and can be setup for use by Court, Court Type, Hearing Type, and Notification type. This allows for comprehensive</p>			

<p>flexibility on the forms used for a subpoena for an officer.</p> <p>Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the officer's agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena.</p>		
10.12	Ability to notify officers'/deputies' superiors of court appearances.	Comply
<p>Officer's superior(s) are able to view the status of their own subpoenas as well as their subordinates. This allows a supervisor to monitor the status of an employees subpoenas as well as take action with a subpoena has been escalated to them in the event the officer has not acknowledge receipt of the subpoena in a timely manner. The time to acknowledge the subpoena before it escalates is controlled by the agency and the number of escalation steps through the organization hierarchy is also controlled by the agency.</p>		
10.13	Ability to send reminders to officers/deputies/superiors for upcoming court appearances.	Comply
<p>Additionally, the officer's agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena. Officers are also given a quick view calendar on their home screen that highlighted court dates. When selected it launches a full screen calendar view of all calendar events for that officer.</p>		
10.14	Ability for officers/deputies to confirm receipt of e-subpoenas.	Comply
<p>All subpoenas are tracked in a notification history log. This log provides a header that lists the information regarding the individual and the case event with a tabular result by</p>		

notification date of the request type, the Status of the Request, Description of the required, Responsible Party name, Date of Activity and who logged it. The purpose of the notification log is to provide the clerk of court all the details related to the chain of custody of the subpoena from the moment of issuance through to service.

For civilian witnesses, individuals responsible for serving those witnesses are tracked by all stages of service including: assignment – when the subpoena is assigned to the deputy for service, accepted – automatically happens when a deputy views their assignments, printed – automatically tracked when the deputy prints their subpoenas, and service results collected when the deputy services the civilian. Service result types are controlled by the agency and can be select by the serving deputy by use of a bar code scanner from their returns or data entered into CNS using a front end web page to collect their return results. This results are automatically updated to the notification log for the court and attached to the event record.

10.15	Ability to send notifications via email, system messages, and voice messages.		Comply
<p>CourtNotify sends notifications via email and update in real time the screens within the CourtNotify system. Pager notifications are also a standard service provided by CourtNotify. SMS texting is also supported by CourtNotify. CourtNotify can send a data record to an outbound dialer and include the phone number for the officer. The agency would be responsible for providing the text to speech conversion and out bound dialing tool to send the calls to the phone numbers provided.</p>			
10.16	Ability to confirm receipt of notifications for court appearances.		Comply
<p>See answer to 10.14 Additionally the event witness record on the screen always shows the status of the witness – Notified, Acknowledged, Conflict (with reason), Escalated For Civilian witnesses the system shows the assigned person responsible for service and the current status of the service. The notification history log shows the entire history of notification issuance through service attempts to final service results.</p>			
10.17	Ability to track officer/deputy attendance for court appearances.		Comply
<p>When officers attend court, CourtNotify can track their arrival and departure from court</p>			

using an onsite login/logout system or an online tool designed to allow an officer to document their court arrival and departure. The system captures their arrival time and associates that to the events scheduled for that facility for that day. When the officer departs, additional information (at the discretion of the agency) can be collected. Most common information includes any continuance information and a report on if they testified or not. A printout of the court attendance record is also available.

10.18	Ability to track officer/deputy time spent for court appearances.		Comply
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When using the tool represented in 10.17 of this response section the system automatically collects and reports on the time officers and deputies spend in court for appearances.

6.11 Louisville Metro Police Department

ID	Requirements	Comments/Notes	Response
11.01	Ability to view e-Subpoenas issued for officers.		Comply

Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the officer’s agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena.

Officer’s superior(s) are able to view the status of their own subpoenas as well as their subordinates. This allows a supervisor to monitor the status of an employees subpoenas as well as take action with a subpoena has been escalated to them in the event the officer has not acknowledge receipt of the subpoena in a timely manner. The time to acknowledge the subpoena before it escalates is controlled by the agency and the number of escalation steps through the organization hierarchy is also controlled by the agency.

CourtNotify Administrative personnel can also see an administrative matrix panel that

shows the current status by agency organization name the count of subpoenas by the following statuses:

Issued | Short Notice | Escalated | Acknowledge | Exceptions

By clicking on the row or any column within the panel the administrators can see a summary detail of the witness information and take action or report on any witness desired.

When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes:

Notified – Issued by the Court to the Recipient

Acknowledged – Confirmation the Witness received the subpoena

Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior.

Escalated – informs the court that the receiver has not acknowledged their subpoena and it has escalated to their chain of command for resolution.

For Civilians – the statuses are different:

- Issued - Issued by the Court to the Recipient
- Assigned – When the subpoena has been assigned to the responsible party for service.
- Accepted – when the responsible party has seen their new assignments.
- Printed – when the responsible party prints their subpoenas.
- Results of Service:
 - Personal Service
 - Domiciliary Service
 - Subject Moved
 - Bad Address
 - Incomplete Address
 - Unknown at Address
 - Mailed
 - Service other

Includes ability for the server to provide comments.

Each witness has a document icon – when selected it displays the subpoena as issued.

<p>To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.</p>			
11.02	Ability to compare court schedules to shift schedules.		<u>Comply</u>
<p>CourtNotify contains a comprehensive Shift Scheduling tool within the application. As a result all shifts regardless of complexity and timeframe are housed within the application. Reports, calendar views and matrix analysis tools are provided to display the court schedules to officer shifts including leaves and other out of office conflict details. Multiple court appearance requests are also indicated as well as short notice subpoenas. A short notice is configurable by the agency but it typically represents a subpoena that is issued within a short timeframe to court (for example 48 hours). Specific reports are provided to display only conflicts needing attention or viewing court events in relation to work days versus regular days off.</p>			
11.03	Ability to resolve scheduling conflicts between court and shifts.		<u>Comply</u>
<p>Authorized personnel are able to provide information to the court such as responding to a subpoena with the "acknowledge with exception" function to explain to the court the conflict. This can be used to request continuances or rescheduling of an event due to a conflict with the officer's ability to appear in court.</p>			
11.04	Ability for officers' superiors' to approve or deny request for court appearance based on shift and coverage minimums.		<u>Comply</u>
<p>Superiors are provided a tool to tell the court that the officer will not be in court due a authorized conflict approved by the agency. This tool can be used on one event or a group of events. For example, an officer is ill and not authorized to attend court. The supervisor is able to use the "acknowledge with exception tool" to select all court events that occur during a time frame and notify the court they officer is not available. Or due to a natural disaster the resources of the agency are stretched thin and officers are being re-assigned. The supervisor can use this tool to notify the court of the authorize absence of the officer(s) in court. The system can also be setup to do "automatic acknowledge with exception" using the leave functionality within the application.</p>			

<p>Certain leave types can be set to create an automated exception notice to the court therefore removing the need for repetitive entry by the supervisor and allowing the system to inform the court on their behalf.</p>			
11.05	Ability for officers to request continuances.		<u>Comply</u>
<p>Officers have access to a notes tool that can be used to request a continuance or explain a conflict. This tool sends an email directly to the supervisor as well as updates the event on the supervisor's home screen indicating their attention is required. The entire correspondence of the all communications between the officer and the supervisor are tracked and logged by date/time, responsible party, and comments. All notes are documented in the system as well as issue an email notification.</p>			
11.06	Ability to route requests for continuance to superiors for approval/denial.		<u>Comply</u>
<p>The supervisor is able to use the Acknowledge with exception tool to inform the court they have approved the request for continuance. Until that is approved the officer remains set to appear in court.</p>			
11.07	Ability to view "status" of requests for continuance.		<u>Comply</u>
<p>Requests for continuance are indicated on the home screen of the supervisor and also available for viewing by fellow supervisors in the same org as well as administrators of the system for the agency. The request is pending until the supervisor makes a decision. Decisions are coded as approved or denied and viewable in the log files of the note history.</p>			
11.08	Ability to notify officers of court appearances.		<u>Comply</u>
<p>Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the officer's agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena.</p>			

11.09	Ability to notify officers' superiors of court appearances.		<u>Comply</u>
<p>Officer's superior(s) are able to view the status of their own subpoenas as well as their subordinates. This allows a supervisor to monitor the status of an employees subpoenas as well as take action with a subpoena has been escalated to them in the event the officer has not acknowledge receipt of the subpoena in a timely manner. The time to acknowledge the subpoena before it escalates is controlled by the agency and the number of escalation steps through the organization hierarchy is also controlled by the agency.</p>			
11.10	Ability to reschedule shifts based on court appearances.		<u>Comply</u>
<p>CourtNotify provides a shift interface on an employee's record that allows for the shifts to be adjusted dynamically. This allows for shifts to be adjusted for a time frame (begin date and expire date) or set to not expire (begin date with no expiration). The employee shifts can support various rotations as well as regular non-rotating shift schedules. Rotations can be supported by day, weekly, monthly, or sequential such as 4-10s and other shift formats.</p>			
11.11	Ability to monitor shift coverage based on required minimums impacted by court appearances.		<u>Comply</u>
<p>CourtNotify provides reports that allow an agency to view their employee shifts with the corresponding court events to see the impact of court appearances on the organization. Additionally the home screen of supervisors provides quick views of the upcoming events for their subordinates and other personnel within their department or platoon (group of departments).</p>			
11.12	Ability to alert shift sergeants of failure to meet minimum staffing due to court appearances.		<u>Comply</u>
<p>CourtNotify can be configured to trigger a notification via email and display on the home screen of CourtNotify to authorized personnel the statistically result of staffing to court events for a time span. The typically configuration is to show staffing status on a daily basis in a tabular view per day for a rolling four (4) week outlook. For other date views, a link is provided to a report that can span different time frames for different shifts</p>			

within the department.			
11.13	Ability to schedule officers for court, providing case number, court room, and other pertinent details.		<u>Comply</u>
<p>CourtNotify allows police departments to data enter subpoenas they receive from outside agencies or private attorneys for court events. This allows the department to send e-subpoenas to their own employees and use the same system the Courts are using therefore making CourtNotify the focal provider of all subpoenas to all employees regardless of the source. CourtNotify has roles that can be assigned to specific individuals within the Agency who would have the rights in the system to submit electronic subpoenas to their own employees. Note: Police Departments cannot send electronic subpoenas to personnel outside of their agency and cannot make edits or any changes to subpoenas issued by Court Agencies.</p>			
11.14	Ability to send reminders to officers/superiors for upcoming court appearances.		<u>Comply</u>
<p>Officers receive subpoena notification in multiple methods including online through CourtNotify, email notifications, and pagers. For an officer they see their Pending tasks that list all new subpoenas they have not acknowledged receipt thereof. Additionally, the Police Agency can use the administration panel to setup a reminder email to remind the officer they have pending subpoenas to acknowledge. The most common deployments of the reminder email system is set to send a reminder email to the employee every three (3) days until they acknowledge their subpoena. CourtNotify includes an escalation module that notifies the officer their subpoena has been escalated to their superior due to their lack of attention to acknowledge the subpoena. The escalation timeframe is controlled by the agency and the levels of escalation up the chain of command are controlled by the agency. CourtNotify supports four escalation steps up the chain of command. The dates to trigger an escalation can be set at the system level to be either the number of days from the event date or from the issuance date.</p>			
11.15	Ability to track issued e-subpoenas.		<u>Comply</u>
All e-subpoenas are fully tracked and audited by CourtNotify. The home screen of			

<p>CourtNotify is designed to display all current and future events. These displays including pending tasks for new subpoenas not yet acknowledged, and then a schedule of events in a tabular form, quick view calendar showing by color coding court dates, and a month view calendar showing court attendance details. Links are provided to display the subpoena and allow for printing, tabular views provide the pertinent information for the officer to know where, when, what and status of an event. Notes are indicated to coordinate communication regarding an event between an employee, their superior, and the courts.</p>		
11.16	Ability to track served e-subpoenas.	Comply
<p>All subpoenas are tracked in a notification history log. This log provides a header that lists the information regarding the individual and the case event with a tabular result by notification date of the request type, the Status of the Request, Description of the required, Responsible Party name, Date of Activity and who logged it. The purpose of the notification log is to provide the clerk of court all the details related to the chain of custody of the subpoena from the moment of issuance through to service.</p>		
11.17	Ability to track issued e-subpoenas that have not yet been served.	Comply
<p>When the court issues a subpoena the system updates in real time, therefore home screens and email notifications are all processed. The Issuance of a subpoena is logged with a issuance date/time stamp, who issued it, agency issuing it, and the responsible party (officer) it was issued to and the date by which they must acknowledge receipt of the subpoena before escalations are imitated.</p> <p>On the home screen an issued subpoena that has yet to be acknowledged is displayed with a status of "Notified". Once the subpoena has been acknowledged the status changes to "acknowledged". In the event there is a conflict and the officer is authorized to miss court, the status is displayed as "Exception" with the reason listed. This information is viewable from the home screen of the officer, supervisor, and other supervisors in the same Organization.</p> <p>CourtNotify Administrative personnel can also see an administrative matrix panel that shows the current status by agency organization name the count of subpoenas by the following statuses:</p>		

<p>Issued Short Notice Escalated Acknowledge Exceptions</p> <p>By clicking on the row or any column within the panel the administrators can see a summary detail of the witness information and take action or report on any witness desired.</p> <p>Supervisors have access to the same panel but the organizational information contained in their display is limited to the organizations they have responsibility to support.</p>			
11.18	Ability for officers to confirm receipt of e-subpoenas.		<u>Comply</u>
<p>When an officer logs into the system they see their pending acknowledgement area which lists all new subpoenas that have yet to be acknowledged – confirmation of receipt. To confirm receipt the officer clicks the acknowledge link next to each event or selects the Acknowledge All link to acknowledge receipt of all subpoenas at once. Once acknowledged the status of the subpoena changes from Notified or Escalated to Acknowledged.</p>			
11.19	Ability to secure the e-subpoena process, with tracking and verification data available for review and reporting.		<u>Comply</u>
<p>All data in CourtNotify is logged with a date/time stamp to document what was changed in the application by which user or by the system for automated tasks. This data is displayed on screen in log files and provided via reports.</p>			
11.20	Ability to send notifications via email, system messages, and voice messages.		<u>Comply</u>
<p>CourtNotify sends notifications via email and update in real time the screens within the CourtNotify system. Pager notifications are also a standard service provided by CourtNotify. SMS texting is also supported by CourtNotify. CourtNotify can send a data record to an outbound dialer and include the phone number for the officer. The agency would be responsible for providing the text to speech conversion and out bound dialing tool to send the calls to the phone numbers provided.</p>			

11.21	Ability to confirm receipt of notifications for court appearances.		<u>Comply</u>
<p>All subpoenas are tracked in a notification history log. This log provides a header that lists the information regarding the individual and the case event with a tabular result by notification date of the request type, the Status of the Request, Description of the required, Responsible Party name, Date of Activity and who logged it. The purpose of the notification log is to provide the clerk of court all the details related to the chain of custody of the subpoena from the moment of issuance through to service.</p> <p>For civilian witnesses, individuals responsible for serving those witnesses are tracked by all stages of service including: assignment – when the subpoena is assigned to the deputy for service, accepted – automatically happens when a deputy views their assignments, printed – automatically tracked when the deputy prints their subpoenas, and service results collected when the deputy services the civilian. Service result types are controlled by the agency and can be select by the serving deputy by use of a bar code scanner from their returns or data entered into CNS using a front end web page to collect their return results. This results are automatically updated to the notification log for the court and attached to the event record.</p> <p>Additionally the event witness record on the screen always shows the status of the witness – Notified, Acknowledged, Conflict (with reason), Escalated</p> <p>For Civilian witnesses the system shows the assigned person responsible for service and the current status of the service. The notification history log shows the entire history of notification issuance through service attempts to final service results.</p>			
11.22	Ability to track officer attendance for court appearances.		<u>Comply</u>
<p>When officers attend court, CourtNotify can track their arrival and departure from court using an onsite login/logout system or an online tool designed to allow an officer to document their court arrival and departure. The system captures their arrival time and associates that to the events scheduled for that facility for that day. When the officer departs, additional information (at the discretion of the agency) can be collected. Most common information includes any continuance information and a report on if they testified or not. A printout of the court attendance record is also available.</p>			

11.23	Ability to track officers' time spent for court appearances.		<u>Comply</u>
When using the tool represented in 10.17 of this response section the system automatically collects and reports on the time officers and deputies spend in court for appearances.			
11.24	Ability to interface with payroll system for court pay.		<u>Comply</u>
CourtNotify can provide an interface to an external system to provide information regarding court attendance to include any field collected within CourtNotify. The Court Tracker tool is used to collect the arrival and departure information for Court.			
11.25	Ability to view case disposition.		<u>Comply</u>
Case data access is provided based upon the permissions the agency sets up for viewing rights to court types.			
11.26	Ability to notify officers of changes to court appearances (e.g., rescheduled, dismissed, etc)		<u>Comply</u>
In CourtNotify the Court is able to disregard an officer and send a notification of the disregard via email. The system also updates the home screens to change the status of the subpoena to Disregard. The system is configurable to allow the agency to request to receive acknowledge receipt of the disregards from the officer and/or supervisor(s) based upon the agency's policy. The disregard can be for multiple reasons and can be included in the disregard text detail.			
11.27	Full functionality as described above should also be made available to Corrections officers.		<u>Comply</u>
CourtNotify is a multi-agency system. Therefore multiple police departments or receiving agencies can utilize the application. Receiving agencies can only view and manage their own personnel therefore security is managed across agency boundaries. Courts are able to subpoena and track subpoenas for any officer from any agency.			

6.12 Reporting and Data Mining

ID	Requirements	Louisville Comments/Notes	Response
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12.01	Ability to add customized and newly created reports to the pool of available reports.		<u>Comply</u>
CourtNotify provides data views of the system data to enable the easy access to the system data. These data views are used to generate customer reports. Links within the application can be added to provide access to customer provided reports.			
12.02	Must provide the Capability for enterprise-wide reporting.		<u>Comply</u>
CourtNotify is a web based application. The system provides reports for individual agencies to view their own data. The system also provides system wide reports for authorized personnel working with the application from an enterprise level.			
12.03	Must provide the capability to create, store, and run ad-hoc queries against the data store as needed.		<u>Comply</u>
The solution proposed has included a storage array using a RAID 10 configuration which will allow for any ad-hoc queries against the data source needed. Since the application is built using a SQL Server back-end database, Orion recommends the usage of SSRS reports			
12.04	Must provide standard reports with user filtering capabilities.		<u>Comply</u>
All reports provided in the CourtNotify application utilize standard user filters to query the data.			
12.05	Must provide the capability to publish reports to a web site or portal for viewing.		<u>Comply</u>
CourtNotify is a web based enterprise solution. All reports are displayed through a web interface.			
12.06	Ability to export data and/or reports to other common tools and formats (Excel, PDF, HTML, Crystal Reports, Business Objects, etc).		<u>Comply</u>
SSRS reports provide exports to Excel, PDF, and HTML. System reports display in HTML.			

6.13 System Administration, User Experience & Security

ID	Requirements	Louisville Comments/Notes	Response
13.01	Ability to add unlimited users without incurring additional costs, making it cost prohibited.		<u>Comply</u>
Agreed – CourtNotify is designed to allow System administrators to add an unlimited number of users and agencies based upon the terms of the license agreement.			
13.02	Ability to add/modify unlimited amount of data regarding court dates, notifications, appearance, resources, etc (limited only by database size and storage capacity).		<u>Comply</u>
CourtNotify does not limit the amount of data regarding the items listed in 13.02.			
13.03	Ability to access the application from inside each user's respective home network as well as from the internet/web.	aka, browser based	<u>Comply</u>
The ability to access the application is at the control of the Customer and their IT department. To access the application from home the system will need to be deployed in a manner allowing home access. CourtNotify supports this type of deployment			
13.04	Ability to retrieve user information and perform authentication via existing processes and/or applications (e.g., PeopleSoft, Active Directory)		<u>Comply</u>
<p>CourtNotify provides the ability to retrieve user information from external application. The exporting of the data from the external applications will be responsibility of the client. The user data necessary to run the application includes:</p> <p>User Name – for Active Directory integrations this will include the domain\username Password – if not used with Active Directory then Strong Password technology is</p>			

provided. Passwords must be at least eight characters long and contain at least one upper case letter, at least one lower case letter, at least one number, and at least one special character.

- Employee Number
- Employee Badge
- First Name
- Middle Name (optional)
- Last Name
- Supervisor
- Organization / Department Code
- Title
- Alt Phone 1,2,3 (optional)
- Email
- Pager (optional)

Shift Schedules and leaves can be imported.

13.05	Ability to add user defined attributes and limit access based on users, groups, and affiliation.		<u>Comply</u>
<p>CourtNotify is a role based system. The law enforcement agency roles are officer, supervisor, police administrator, master administrator. Adhoc setting for individuals include: top level supervisor, Escalation Interceptor, and Service Delivery (for Servicing Civilians). Court Agencies include roles for clerks, clerk supervisors, court administrators, and master administrators. The permission within these roles can be adjusted during system confirmation.</p>			
13.06	Provides tools, documentation and/or support to assist with the data migration of existing court scheduled appearances, organization structures, resources, continuance requests, and all data pertinent to the subpoena process.		<u>Comply</u>

<p>CourtNotify provides guidance to the customer regarding the methods to migrate information from existing systems. If necessary, Orion provides services to provide the migration of data as required by the client.</p> <p>Tools commonly provided include data mapping documents by system. The documents track the following information: CourtNotify Screen : Data Category : CNS Screen Variable Name : CNS Field Name : Customer Field Name : Customer Screen Variable name : Customer Screen</p> <p>Other tools include mapping and algorithms for shift schedule export. Or the usage of existing web services using customer provided data views.</p>			
13.07	Provides ability to integrate with other applications (i.e., tools, documentation, and/or support for passing and/or accepting data to/from other applications).		<u>Comply</u>
<p>CourtNotify uses web services and SSIS packages as a standard approach for sharing or receiving data with external applications.</p>			
13.08	Provide ability for multiple users to update information simultaneously through record locking.		<u>Comply</u>
<p>CourtNotify is a web based application which uses a SQL database for transaction management. All data entry is logged and tracked within the application to support record management and data record update control.</p>			
13.09	Provide control over who can add/change/delete data at the database level, group level, and/or specific data item level.		<u>Comply</u>
<p>CourtNotify roles control who is allowed the add/change/delete/view data from the application. Those roles are configured for the system at the installation phase of the deployment.</p>			
13.10	Provide data element security within the interface (screen).		<u>Comply</u>

CourtNotify roles control who is allowed the add/change/delete/view data from the application. Those roles are configured for the system at the installation phase of the deployment.			
13.11	Ability to partition (separate) the application to provide unique functionality to individual departments/agencies/judicial systems.		<u>Comply</u>
CourtNotify comes with an existing configuration tool to allow the application be setup using different setting per agency. Additionally changes would be provided through change orders and written as a revision for an agency.			
13.12	Ability to create wizards, hints, and/or help functions within the application.		<u>Comply</u>
CourtNotify has a help link that can be used by the agency to create any wizards, hints or additional help details beyond the standard user help guide provided by the Application.			
13.13	Provide ability to establish links to documents and external sites.		<u>Comply</u>
CourtNotify is a web based application therefore as long as the external site is accessible using an web control the document or external site can be launched.			
13.14	Provide ability to store attachments within the application.		<u>Comply</u>
CourtNotify currently does not allow attached documents. If this is a fundamental requirement then document attachment to an event will be added.			
13.15	Provide ability for the user to customize the online environment, views, and drop-down boxes with minimal administrative support.		<u>Comply</u>
CourtNotify does allow large amount of customer settings without the need external resources. These changes update pull-downs, views and other areas without need for administrative support.			
13.16	Must provide full product functionality		<u>Comply</u>

	via the web interface.		
CourtNotify is a 100% web based application using Microsoft .Net and Microsoft SQL Server.			
13.17	Must provide security to limit entry or modification of data by unauthorized individuals, scripts, and/or services.		<u>Comply</u>
Item 13.17 is focused on Server level security. Server access should be controlled by the organization's IT security standards.			
13.18	Must provide password strength functionality including length, special characters, and expiration dates.		<u>Comply</u>
Strong Password technology is provided. Passwords must be at least eight characters long and contain at least one upper case letter, at least one lower case letter, at least one number, and at least one special character.			
13.19	Must provide for password encryption on transmission.		<u>Comply</u>
CourtNotify can be deployed with SSL encryption for transmission.			
13.20	Must provide for password encryption in persistent storage.		<u>Comply</u>
CourtNotify will be deployed to support password encryption that uses a symmetrical key encryption.			
13.21	Must provide ability to provide security based on departments, agencies, and/or judicial systems.		<u>Comply</u>
CourtNotify is able to provide presentation of information based upon agency separation, departments within the agency, and user roles.			
13.22	Must utilize either an SQL or Oracle database.		<u>Comply</u>
CourtNotify is a SQL database.			
13.23	Source code must be made available in the event the vendor can/will no longer support the application.		<u>Comply</u>
Orion uses Iron Mountain as the 3 rd party escrow account.			

13.24	Vendor must provide process for error correction, system enhancements, and application upgrades to include new/requested functionality on a scheduled basis.		<u>Comply</u>
<p>Orion's customer service functions and technical support for the Client's System during the Project is coordinated by the Orion Project Manager. After Go Live, Orion's Technical Services Group is responsible for providing on-going support for the Client's System as defined in the Agreement and the Software Support Agreement. Orion provides a dedicated secure customer web site to provide the following services:</p> <ul style="list-style-type: none"> • Customer Initiated Issues Tracking • System Enhancement Requests • Orion Update Announcements • Orion Maintenance Announcements • Calendar of Scheduled Events • Knowledge Base • Discussion and Release Logs 			

6.14 Data Conversion & Configuration

ID	Requirements	Louisville Comments/Notes	Response
14.01	Automate the initial load of configuration data into the system.		<u>Comply</u>
<p>Commonly imported data for the initial load of configuration data includes:</p> <ul style="list-style-type: none"> • Court Names • Court Codes / Sections • Hearing Types by Court and/or Court Type • Charges by Court • Witness Codes by Hearing types • User Data • Facilities 			

<ul style="list-style-type: none"> • Leave Types • Shift Schedules 			
14.02	Automate the initial load of legacy data into the system.		<u>Comply</u>
<p>Common imported data includes:</p> <ul style="list-style-type: none"> • Case Details • Defendant Details • Civilian Data for Existing Cases • Court Event by Case • Witnesses to Seed the Court Cases 			

15.0 System Integrations & Interfaces

ID	Requirements	Louisville Comments/Notes	Response
15.01	Need to provide integration / interface capabilities to the KYCourts system. KYCourts is administrated by AOC - Administrative Office of the Courts	Would like for service information populate to KY Courts	<u>Comply</u>
<p>Orion supports interfaces to CourtNotify using SSIS packages, Web Services, Data Views, and Flat File imports. An Interface Requirements Document is generated to document the integration requirements and solution. The document includes the following categories:</p> <ul style="list-style-type: none"> • Introduction • Requirements • Use Case: Configuration • Cross Reference Tables • Use Case: Processing • Data Validation and Exception Handling • Web Service Method: Web Service Name • Use Case: Logging • Design Constraints • Glossary 			

<ul style="list-style-type: none"> • Implementation Tasks and Assumptions • Disclaimers • Approvals • Appendix A – Data Mapping • Mapping 			
15.02	Need to provide integration / interface capabilities to the CAO Computerized Case Management system.	CAO - Commonwealth Attorney's Office	<u>Comply</u>
See 15.01			
15.03	Need to provide integration / interface capabilities with Louisville Metro's Active Directory infrastructure in the short-Louisville Metro authentication term and other such structures long-term.		<u>Comply</u>
See 15.01			
15.04	Need to provide integration / interface capabilities with Louisville Metro's Microsoft Exchange Email infrastructure in the short-term and other such structures long-term.	Louisville Metro's email system	<u>Comply</u>
See 15.01			
15.05	Need to provide integration / interface capabilities with Louisville Metro's PeopleSoft system.	Louisville Metro's Human Resources system	<u>Comply</u>
See 15.01			
15.06	Need to provide integration / interface capabilities with Louisville Metro Police Department's Police Administration Management system.	LMPD's PAM system	<u>Comply</u>
See 15.01			
15.07	Need to provide integration / interface	Inmate Management	<u>Comply</u>

	capabilities with Louisville Metro Corrections system.	System from Tiburon	
See 15.01			
15.08	Need to provide integration using web services for the applications listed above, where possible.		<u>Comply</u>
See 15.01			

6.15 System Documentation

ID	Requirements	Louisville Comments/Notes	Response
16.01	Documentation provided for system level instructions and explanation of installation and setup.	Online / Hard copy	<u>Comply</u>
<p>System Administration and Installation Guides are provided with an onsite walk through by an Orion Installation Expert. The document covers the following topics.</p> <ul style="list-style-type: none"> • CourtNotify Subpoena Manager Overview • Prerequisites and Restrictions • Server Names & IP Addresses • Username/Passwords • Network Ports • Network Topology • Server Installation • Installation Tasks overview • Installing Windows Components • Database Creation • Configuration Tasks overview • Configure SMTP Connection • Setting Session Variables • Scheduled Tasks • Log Files • Server Settings Summary • CourtNotify Setup Process • Setup Tasks Overview • Creating Install Directory • Configuring IIS • Configuring Web Configuration Files • Server Scheduled Tasks • Backup & Recovery • Backups • Recovery • Troubleshooting 			
16.02	Documentation provided for	Online / Hard copy	<u>Comply</u>

	operational level instructions and explanation of system functionality and setup.		
<p>When the application is installed Orion provides an operation guide that document the installation settings of the system as deployed for the customer's infrastructure and provides operational support information. This information is covered in a conference call or can be provided through an on-site over the shoulder session.</p> <ul style="list-style-type: none"> • Audience Technical Skills Requirements • Version Control Management by Orion • CourtNotify Subpoena Manager Overview • Key Features • Sending Subpoenas • Receiving Subpoenas • Benefits • Network Ports • Network Diagrams • Data Base Servers <ul style="list-style-type: none"> ○ Server Configuration ○ Server Information ○ Network Information ○ Database Information ○ Scheduled Task - SQL ○ Reporting Services Information • Application Server Information <ul style="list-style-type: none"> ○ Network Information ○ Installed Components ○ IIS Information ○ .NET • Scheduled Tasks <ul style="list-style-type: none"> ○ Windows Scheduled Tasks ○ SQL Scheduled Tasks • Exception Logging • System Integrations • Active Directory • Email • FTP • System Imports • Reporting Services • Troubleshooting <ul style="list-style-type: none"> ○ Poor Performance ○ No Web Access ○ Task Failing ○ Connection Issues ○ Email Issues ○ DB Location Change • General Information 			
16.03	Documentation provided for	Online / Hard copy	Comply

	user level instruction and explanation of system functionality and setup.		
<p><u>CourtNotify - Court Users</u></p> <ul style="list-style-type: none"> • Overview • User Types and Capabilities <ul style="list-style-type: none"> ○ Issuing Agencies ○ Receiving Agencies • Entering and Exiting <ul style="list-style-type: none"> ○ Logging In /Logging Out ○ First Time Users ○ Forgotten Username or Password ○ Active Directory Integrations • Navigating in CourtNotify <ul style="list-style-type: none"> ○ System Links and Pull-Down Menu ○ Searching for Information • CourtNotify Agency Administration <ul style="list-style-type: none"> ○ Agency Attributes ○ Agency Tab <ul style="list-style-type: none"> ▪ Agency Optional Settings ▪ Court Agency Settings ▪ Document Definitions • Managing Users <ul style="list-style-type: none"> ○ User Information Fields ○ Adding a New User <ul style="list-style-type: none"> ▪ Assigning Roles ○ Viewing User Data ○ Editing User Data ○ Inactivating a User ○ Initiating a End-of-Service Dates • Home Screen <ul style="list-style-type: none"> ○ Viewing CourtTracker Witness Logs ○ Viewing Home screen Matrixes <ul style="list-style-type: none"> ▪ Linking to Case Detail Views ▪ Linking to Daily Court Case Views ○ Clerks ○ Office Administrators ○ Master Administrators • Appointment Entry Methods <ul style="list-style-type: none"> ○ Automatic Entry of Subpoenas/Notifications ○ Manual Entry of Subpoenas/Notifications ○ Adding New Appointments to Imported Cases ○ Searching for Appointments ○ Modifying Appointments • Managing Witness Information 			

- Assigning Witnesses
- Setting Witness Request Types
- Viewing Conflicts or Multiple Appearances
- Sending Witness Notification
 - Notification Methods
 - Monitoring Acknowledgements
- Managing Appointment Locations
 - Adding a New Location
- Reports

CourtNotify - Law Enforcement Users

- Overview
- User Types and Capabilities
 - Police Employees
 - Police Supervisors
 - Police Administrators
 - Master Administrators
- Entering and Exiting
 - Logging In
 - Logging Out
 - First Time Users
 - Forgotten Username or Password
- Navigating in CourtNotify
 - System Links and Pull-Down Menu
 - Searching for Information
- CourtNotify Agency Administration
 - Agency Attributes
 - Agency Tab
 - Agency Optional Settings
 - Court/Location Facility List
 - Leave Types
 - Agency Associations
 - Document Definitions
- Managing Users
 - User Information Fields
 - Adding a New User
 - Viewing User Data
 - View Leave Schedule
 - View Shift Rotation
 - Viewing Chain-of-Command
 - Editing User Data
 - Inactivating a User
 - Initiating a End-of-Service Dates
- Home Screen

- Police Employees
- Police Supervisors
- Police Administrators
- Master Administrators
- Home Screen Icons
- Receiving and Acknowledging Subpoenas and Notifications
 - Home Screen Notifications and Acknowledgments
 - Calendar Notifications and Acknowledgments
 - Email Notifications and Acknowledgements
 - Acknowledgment Notice Reminders
 - Subpoena Acknowledgment Options
 - Witness Notification History
 - Monitoring Acknowledgements
- Non-Acknowledgment Escalations
 - Managing Escalations
 - Supervisor Options for Escalations
 - Assigning Escalation Interceptors
- Court Attendance Tracking
 - CourtTracker Kiosks
 - Missed Appointment Attendance
- Leave Requests
 - Leave Information Fields
 - Leaves Screen
 - Submitting a Leave Request
 - Editing a Leave Request
 - Responding to Leave Requests
 - Checking a Leave Request Status
 - Viewing Leave History
- Entering and Sending Appointment Notifications
 - Appointment Types
 - Appointment Entry
- Monitoring Day-of-Trial Attendance
- Managing Appointment Locations
 - Adding a New Location
- Reports

16.04	Documentation provided for process level instructions and workflow, with best practices and explanation for setup.	Online / Hard copy	<u>Comply</u>
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- Orion has Visio drawings that provide the following workflow examples:
- Subpoena Issuance – Court Process
 - Subpoena Receipt and Processing – Receiving Agency (Law Enforcement)
 - Subpoena Service – Civilian Service Processing
 - Case Import Routines Data Flow Diagrams

- Case Import
- Case Events (hearings)
- Defendant Match process with Alias Management
- Witness Add – Law Enforcement
- Witness Add - Civilian

6.16 Training and Education

ID	Requirements	Louisville Comments/Notes	Response
17.01	<p>Instructor led training for end-user application of system features and functions.</p>		
<p>Course size: No more than five (5) users to include officers and supervisors. Pre-Requisites: None Description: AgencyWeb® CourtNotify Master Admin training is designed for personnel who will be responsible for administration of the CourtNotify system. This can be the issuing agency, the receiving agency or a combination of both. Goals: The student will demonstrate an understanding of the product’s functionality. The student will demonstrate the ability to create a new user in the system. The student will be able to create, read, update and delete information in the system administration tab. The student will practice creating, approving, updating and managing users/agencies/court types. Requirements: Basic understanding of web-based browsing and Windows-based applications. Classroom Resources: Five (5) PCs with connectivity to the local agency network and Internet Explorer. Projector and screen. (**Note: Orion can provide a projector but needs advance notice of this requirement). AgencyWeb® Administrator User’s Guide Pens/Paper Evaluation: None Course Schedule:</p>			

1 – 8 hour day

Day 1 Topic

9:00 am – 9:30 am Product Overview

9:30 am – 10:30 am Permission Types and Capabilities

Issuing Agencies

Receiving Agencies

10:30 am – 10:45 am BREAK

10:45 am – 11:45 am Entering and Exiting Application

Navigating in AgencyWeb® CourtNotify

Issuing Agency Administration

Managing Users

11:45 am – 1:00 pm LUNCH

1:00 pm – 3:00 pm Home Screen

Appointment Entry Methods

Managing Witness Information

3:00 pm – 3:15 pm BREAK

3:15 pm – 5:00 pm Sending Witness Notifications

Managing Appointment Locations

Reports

Wrap Up

Course size: No more than twenty-five (25) users to include officers and supervisors.

Pre-Requisites: None

Description: AgencyWeb® CourtNotify Master Admin training is designed for personnel who will be receiving or acknowledging appointments in CourtNotify.

Goals: The student will demonstrate an understanding of the product's functionality.

The student will demonstrate the ability to create a new user in the system.

The student will be able to create, read, update and delete information in the system administration tab. The student will practice creating, approving, updating and managing users/agencies/court types.

Requirements: Basic understanding of web-based browsing and Windows-based

<p>applications.</p> <p>Classroom Resources: Twenty-five (25) PCs with connectivity to the local agency network and Internet Explorer. Projector and screen. (**Note: Orion can provide a projector but needs advance notice of this requirement) AgencyWeb®</p> <p>Administrator User's Guide</p> <p>Pens/Paper</p> <p>Evaluation: None</p> <p>Course Schedule:</p> <p>1 -4 hour day</p> <p>Day 1 Topic</p> <table border="0"> <tr> <td>30 minutes</td> <td>Product Overview</td> </tr> <tr> <td>60 minutes</td> <td>User Types & Capabilities</td> </tr> <tr> <td></td> <td>Police Employees</td> </tr> <tr> <td></td> <td>Police Supervisors</td> </tr> <tr> <td>30 minutes</td> <td>Entering & Exiting CourtNotify</td> </tr> <tr> <td></td> <td>Navigating in CourtNotify</td> </tr> <tr> <td>60 minutes</td> <td>Receiving and Acknowledging Subpoenas &</td> </tr> <tr> <td></td> <td>Notifications</td> </tr> <tr> <td></td> <td>Non-Acknowledgment Escalations</td> </tr> <tr> <td>60 minutes</td> <td>Leave Requests</td> </tr> <tr> <td></td> <td>Court Attendance Tracking (CourtTracker)</td> </tr> <tr> <td></td> <td>Reports</td> </tr> </table>				30 minutes	Product Overview	60 minutes	User Types & Capabilities		Police Employees		Police Supervisors	30 minutes	Entering & Exiting CourtNotify		Navigating in CourtNotify	60 minutes	Receiving and Acknowledging Subpoenas &		Notifications		Non-Acknowledgment Escalations	60 minutes	Leave Requests		Court Attendance Tracking (CourtTracker)		Reports
30 minutes	Product Overview																										
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	Non-Acknowledgment Escalations																										
60 minutes	Leave Requests																										
	Court Attendance Tracking (CourtTracker)																										
	Reports																										
17.02	Computer-based training for end-user application of system features and functions.																										
See 17.01																											
17.03	Web-based training for end-user application of system features and																										

	functions.		
17.04	Instructor led training for operational set up and application for system administration and functionality.		
See section 16.0			
17.05	Computer-based training for operational set up and application for system administration and functionality.		
17.06	Web-based training for operational set up and application for system administration and functionality.		

6.17 Hosting & System Operations

ID	Requirements	Louisville Comments/Notes	Response
18.01	3rd-party hosting option for system operations and support is available from the vendor.		<u>Future</u> <u>Optional</u> <u>Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion’s product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.02	3rd-party hosting option		<u>Future</u>

	includes all components from the workstation/user back with established SLAs.		<u>Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.03	In-house option with 3rd-party support is available from the vendor.		<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.04	Level 2 or 3 end-user support with established SLAs.		<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.05	Level 2 or 3 operational support with established SLAs.		<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.06	In-house solution compatible with standard Microsoft Operating Systems.	Specifically Windows 2003 Server	<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a			

local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.07	In-house solution compatible with virtual server technologies.	Specifically VM Ware	<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.08	In-house solution compatible with standard backup technologies.	Specifically NetBackup	<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.09	Ability to perform incremental backups, in addition to full scheduled backups.		<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.10	Proven ability to restore from backups.		<u>Future Optional Pricing</u>
Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion's product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.			
18.11	In-house solution compatible with standard anti-virus software and procedures.	Specifically McAfee Anti-Virus software	<u>Future Optional Pricing</u>

Orion is not offering 3-rd party hosting at this time. This is an option that can be priced for the Customer in the event Orion’s product is selected. Orion would prefer to select a local hosting parting the Louisville area that is compliant with all requirements of the Louisville IT organization.

6.18 Public Defender Requirements

ID	Requirements	Louisville Comments/Notes	Response
19.01	Ability to view e-Subpoenas issued.		<u>Comply</u>

When viewing the witness screen for an event or viewing the docket for any given day the screen shows the status of the Subpoena per witness. The status includes:

Notified – Issued by the Court to the Recipient

Acknowledged – Confirmation the Witness received the subpoena

Acknowledged with Exception (Conflict) Shows in Red – also displays the reason the officer will not be in court. Can only be issued by a superior.

Escalated – informs the court that the receiver has not acknowledged their subpoena and it has escalated to their chain of command for resolution.

For Civilians – the statuses are different:

- Issued - Issued by the Court to the Recipient
- Assigned – When the subpoena has been assigned to the responsible party for service.
- Accepted – when the responsible party has seen their new assignments.
- Printed – when the responsible party prints their subpoenas.
- Results of Service:
- Personal Service
- Domiciliary Service
- Subject Moved
- Bad Address
- Incomplete Address
- Unknown at Address
- Mailed
- Service other

Includes ability for the server to provide comments.			
Each witness has a document icon – when selected it displays the subpoena as issued. To view the accepted or served subpoena a link is provided in the Notification history log which displays the subpoena at that point in time with the results of service displayed. Each of these screens is printable by the user.			
19.02	Ability to view e-Subpoenas served.		<u>Comply</u>
See Item 19.01			
19.03	Ability to view e-Subpoenas issued but not served.		<u>Comply</u>
See Item 19.01			
19.04	Provides ability to make annotations, comments, and/or notes within the e-subpoena.		<u>Comply</u>
Notes are added to the witness record using the notes log. This allows the notes to be documented in the system with the user name and date/time stamp.			
19.05	Ability to print hard copy of the subpoena document, including all annotations, comments, and notes for the case file.		<u>Comply</u>
The system allows for the printing of any subpoena within the application. All screens allow print views. A link for the case event by witness is available that prints the entire case record for that event with all relevant data for that witness.			
19.06	Ability to serve subpoenas on police officers - similar to County Attorney's process		<u>Comply</u>
CourtNotify allows police departments to data enter subpoenas they receive from outside agencies or private attorneys for court events. This allows the department to send e-subpoenas to their own employees and use the same system the Courts are using therefore making CourtNotify the focal provider of all subpoenas to all employees regardless of the source. CourtNotify has roles that can be assigned to specific individuals within the Agency who would have the rights in the system to submit			

<p>electronic subpoenas to their own employees. Note: Police Departments cannot send electronic subpoenas to personnel outside of their agency and cannot make edits or any changes to subpoenas issued by Court Agencies.</p>			
19.07	<p>Requires confidentiality of all subpoenas issued/served from the Public Defender's office. View/access limited only to members of Public Defender's office.</p>	<p>Prosecutors should not be able to see who have been served by Public Defender's Office in advance of the court appearance.</p>	<u>Comply</u>
<p>CourtNotify tracks who the witness is Called By which allows for the control of view rights to witnesses. This request is just a permission setting for the system which restricts PDO and Prosecutors from seeing each other's witnesses. The Clerk of Court is able to see all notifications that are court related regardless of the Called by Status.</p>			
19.08	<p>Full functionality as detailed for District Court.</p>		<u>Comply</u>
<p>See Matrix Answers for that Section</p>			
19.09	<p>Full functionality as detailed for Circuit Court.</p>		<u>Comply</u>
<p>See Matrix Answers for that Section</p>			
19.10	<p>Full functionality as detailed for Family Court.</p>		<u>Comply</u>
<p>See Matrix Answers for that Section</p>			
19.11	<p>Full functionality as detailed for Juvenile Court.</p>		<u>Comply</u>
<p>See Matrix Answers for that Section</p>			
19.12	<p>Full functionality as detailed for Grand Jury.</p>		<u>Comply</u>
<p>See Matrix Answers for that Section</p>			

7.0 Interfaces

7.1 KYCourts System

(Administered by the Administrative Office of the Courts)

The KYCourts System and the CourtNet application are used by the various participants of the judicial process to coordinate and track court cases, court rooms, personnel assignments, etc. This currently is the source system from which District Court subpoenas are originated. It is anticipated that information would feed from KYCourts to the automated e-Subpoena/Court Notification system.

There is also a requirement for service information to be sent back to populate KYCourts with updated information.

Orion Complies

7.2 Computerized Case Management System Administered by the CAO

The Commonwealth Attorney's Office Computerized Case Management System is used by the various participants of the judicial process to coordinate and track court cases, court rooms, personnel assignments, etc. This currently is the source system from which Grand Jury and Circuit Court subpoenas are originated. It is anticipated that information would feed from the CAO system to the automated e-Subpoena/Court Notification system.

Orion Complies

7.3 Louisville Metro Active Directory

The system shall be capable of interfacing with the Active Directory system used for log in and authentication for all personnel with access to the Louisville Metro Citynet network in the short term, and additional such structures in the long term.

Orion Complies

7.4 Microsoft Exchange

The system shall be capable of interfacing with Louisville Metro's Microsoft Exchange email application in the short term, and other email systems in the long term. This system will be one of the methods of notification and communication within the new e-Subpoena process.

Orion Complies

7.5 PeopleSoft Human Resource Systems

The system shall be capable of interfacing with Louisville Metro's PeopleSoft Human Resource system for resource information and time tracking/reporting.

Orion Complies

7.6 Police Department's Police Administration Management System

The system shall be capable of interfacing with the in-house developed Police Administration Management System for the purpose of validating officer time and availability and for scheduling the officer for court appearances.

Orion Complies

7.7 Corrections Inmate Management System

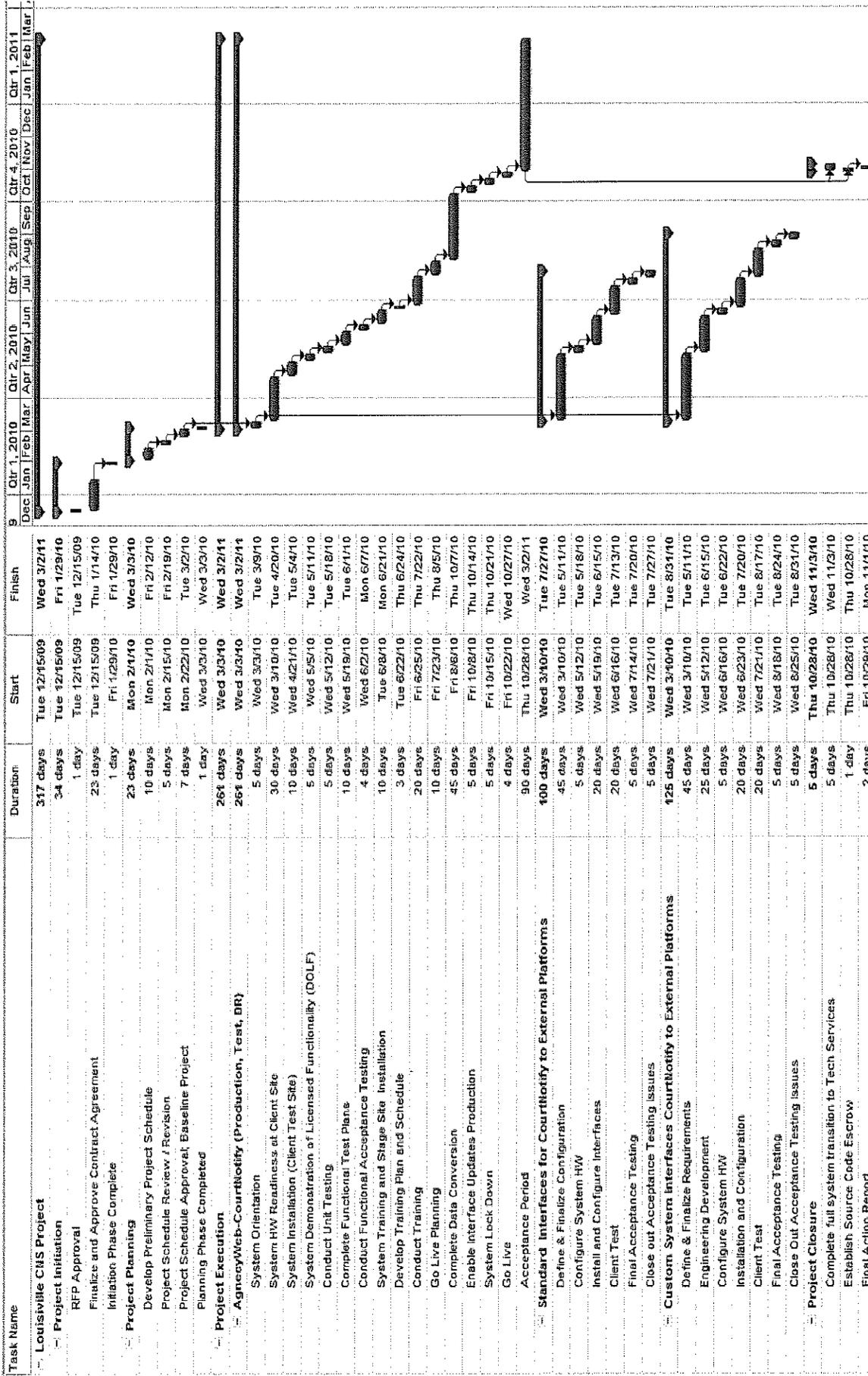
The system shall be capable of interfacing with the Louisville Metro Corrections Inmate Management System, allowing integration of data between the two systems.

Orion Complies

8.0 Implementation Plan

8.1 Project Schedule

The following is a project schedule that represents the key tasks required by the project. After contract award a detailed project schedule. The following represents all the tasks required to bring the application solution as described in this RFP to fruition with as itemized in the provided schedule below:



Task Name	Duration	Start	Finish	Predecessors
- Louisville-CMS Project				
- Project Initiation				
RFP Approval	317 days	Tue 12/16/09	Wed 3/2/11	
Finalize and Approve Contract Agreement	34 days	Tue 12/15/09	Fri 1/29/10	
Initiation Phase Complete	1 day	Tue 12/15/09	Tue 12/15/09	
- Project Planning				
Develop Preliminary Project Schedule	23 days	Tue 12/15/09	Thu 1/14/10	
Project Schedule Review / Revision	1 day	Fri 1/29/10	Fri 1/29/10	4
Project Schedule Approval, Baseline Project	23 days	Mon 2/1/10	Wed 3/3/10	
Planning Phase Complete	10 days	Mon 2/1/10	Fri 2/12/10	
Project Execution	5 days	Mon 2/15/10	Fri 2/19/10	7
AgencyWeb-Courtiolity (Production, Test, DR)	7 days	Mon 2/22/10	Tue 3/2/10	8
System Orientation	1 day	Wed 3/3/10	Wed 3/3/10	9
System HW Readiness at Client Site	261 days	Wed 3/3/10	Wed 3/2/11	
System Installation (Client Test Site)	5 days	Wed 3/10/10	Tue 3/9/10	9
System Demonstration of Licensed Functionality (DOLF)	30 days	Wed 4/21/10	Tue 5/4/10	13
Conduct Unit Testing	5 days	Wed 5/5/10	Tue 5/11/10	14
Complete Functional Test Plans	5 days	Wed 5/12/10	Tue 5/18/10	15
System Training and Stage Site Installation	10 days	Wed 5/19/10	Tue 6/1/10	16
Develop Training Plan and Schedule	4 days	Wed 6/2/10	Mon 6/7/10	17
Conduct Training	10 days	Tue 6/8/10	Mon 6/21/10	18
Go Live Planning	3 days	Tue 6/22/10	Thu 6/24/10	20
Complete Data Conversion	20 days	Fri 6/25/10	Thu 7/22/10	21
Enable Interface Updates Production	10 days	Fri 7/23/10	Thu 8/5/10	22
System Lock Down	45 days	Fri 8/6/10	Thu 10/7/10	23
Go Live	5 days	Fri 10/8/10	Thu 10/14/10	24
Acceptance Period	5 days	Fri 10/15/10	Thu 10/21/10	25
Standard Interfaces for Courtioly to External Platforms	4 days	Fri 10/22/10	Wed 10/27/10	26
Define & Finalize Configuration	90 days	Thu 10/28/10	Wed 3/2/11	27
Configure System HW	100 days	Wed 3/10/10	Tue 7/27/10	
Install and Configure Interfaces	45 days	Wed 3/10/10	Tue 5/11/10	13
Client Test	5 days	Wed 5/12/10	Tue 5/18/10	30
Final Acceptance Testing	20 days	Wed 5/19/10	Tue 6/15/10	31
Close out Acceptance Testing Issues	20 days	Wed 6/16/10	Tue 7/13/10	32
Custom System Interfaces Courtioly to External Platforms	5 days	Wed 7/14/10	Tue 7/20/10	33
Define & Finalize Requirements	5 days	Wed 7/21/10	Tue 7/27/10	34
Engineering Development	125 days	Wed 3/10/10	Tue 8/3/10	
Configure System HW	45 days	Wed 3/10/10	Tue 5/11/10	13
Installation and Configuration	25 days	Wed 5/12/10	Tue 6/15/10	37
Client Test	5 days	Wed 6/16/10	Tue 6/22/10	38
Final Acceptance Testing	20 days	Wed 6/23/10	Tue 7/20/10	39
Close Out Acceptance Testing Issues	20 days	Wed 7/21/10	Tue 8/17/10	40
Project Closure	5 days	Wed 8/18/10	Tue 8/24/10	41
Establish Source Code Escrow	5 days	Wed 8/25/10	Tue 8/31/10	42
Complete full system transition to Tech Services	5 days	Thu 10/28/10	Wed 11/3/10	2855
Establish Source Code Escrow	1 day	Thu 10/28/10	Thu 10/28/10	2855

8.2 Contract Award and Project Management

The deployment phase begins on the date of a signed contract and receipt of a purchase order. The following is a representative key milestones associated to a project plan:

8.2.1 Kick-Off Meeting

The Kick off Meeting is an on-site event that brings together all the key team members from Orion and the Customer. The project manager from Orion leads the meeting in coordination with the Customer's project manager. The goal of the meeting is to answer outstanding questions, clarify the project goals, milestones, tasks, and timelines. Orion brings to the meeting a modified project plan and makes adjustments to the project plan during and shortly after the meeting based upon meeting results. Orion will provide to the Customer at the conclusion of the kick-off a formal project plan that will then be used throughout the lifecycle of the project.

Included in this phase of the project, Orion provides configuration documents to each customer agency to collect their system settings per agency.

8.2.2 Installation of Core Application

Upon receipt of a Purchase Order, Orion will begin steps to configure the CourtNotify application for deployment. Once the local Customer server has been installed and Orion has remote access to the system. Orion will then test the installation to validate system configuration and setup within the server environment. Upon completion of the application installation, Orion will perform System Administration training and begin the process for loading the application from the existing database and integrating the application with the Police RMS/HR system and Court Case management system.

For deployments a deployment task list is generated and utilized by the team to track all activities that have been completed. Additionally this task list is used in all roll-out or update planning and change control management sessions:

		Task	Assigned To	Estimated Time	Release X.X.X.X	Completed
1	Prep	Production release meeting	All	1	Required	Y
2	Code	Populate code to Production source	Orion	0.15	Required	Y
3	Configuration	Adjust Web Configuration on Production	Orion	0.15	Required	Y
4	Configuration	Create Production sites / IIS configuration	Orion	0.2	Required	Y
5	Database Configuration	Database copy from Test to Production	Customer	0.25	Required	Y
6	Database Configuration	Communicate destination database configurations	Orion	0.25	Required	Y
7	Database Configuration	Perform database configuration updates	Customer	0.15	Required	Y
8	Configuration	Set up scheduled tasks	Orion	0.15	Required	Y
9	Testing	Preliminary application testing	Orion	0.15	Required	Y
10	Testing	Make any final adjustments to code, database, SSIS	Orion	0	Required	N/A
11	Review	Team release meeting if needed	Orion	0	As Needed	N/A
12	Testing	Acceptance Testing	Customer	0	Required	
13	Testing	Verify SSIS packages and scheduled tasks	Customer	0	Required	
14	Conclusion	Produce sign off document verifying the release as working as defined	Customer	0	Required	
		Total Hours for Production Deployment		2.45		

8.2.3 Integration with Customer Platform

Orion will work with the Customer's technical personnel to determine the method of exchange of data between platforms. Based upon the method of data exchange, an integration document will be generated to document:

- Fields types
- Field Definitions
- Error Validation
- Network Connectivity
- Security Settings
- Exchange Methodology
- Implementation Steps
- Testing Methods
- Acceptance Testing Signoff

8.2.4 Integration with the County Case Management Systems

Orion will provide a field map of the current case fields within CourtNotify for different court and case types the Customer will be using. The Customer will provide to Orion any additional fields that need to be added to accommodate all information necessary for subpoena management in CourtNotify. The Customer will be provided with a private labeling document allowing the Customer to review screen labels of fields and alter the text as necessary to meet the Customer's terminology standards.

Orion will work with the Customer personnel to determine the method of data exchange between the two systems. Based upon the method of data exchange, an integration document will be generated to document:

- Fields types
- Field Definitions
- Error Validation
- Network Connectivity
- Security Settings
- Exchange Methodology
- Implementation Steps

- Testing Methods
- Acceptance Testing Signoff

8.2.5 Cutover Plan

The cutover plan will be generated during the project as a deliverable that is agreed upon and signed off by authorized members of the solution project team. The following information has been provided to describe the sequence of events necessary to get the organization prepared for the new solution rollout. This is focusing on non-IT personnel who have not been engaged in formal acceptance testing of the interfaces and engaged in logistical planning of rollout events.

Common Steps Involved in Cutover Planning and Sequencing
Notification of Agency about the training schedule
Answer Agency Questions
Attendance at Agency Rollout Meeting
Validate All Agency System Settings
Setup User Data Import User Data Set Import Data to remain Live if the importing of data is not used by the agency then the Manual User Setup would commence and be completed and then maintained. Validate User names and all tracking or integration IDs with file imports Synchronization and Exception resolution process Set Police Agency Specific Variables Set Unique User Roles Set Chain of Command Setup User Work Schedules Setup User Leaves
Conduct Agency Setup Finalization and Lockdown
Conduct Training

Police Court Services Bureau
Police Supervisors and Trainers
Prosecutor Attorney's Office
Public Defender Office
Clerk of Courts
Administrative Office of the Courts
Access to Online Training Site
User Documentation
User Web Access Training Site Available

Shortly after training is completed a roll-out go live date should commence.

8.3 Roll-Out Plan

The rollout plan will comprise of a series of sequential and parallel tasks that must take place based mainly on the integration interface points between CourtNotify and other systems. The decision will have to be made by the agency and courts as to the length of time they will conduct any "dual" processes. These details will have to be included during the integration definitions process since these conditions must be taken into account due to the request to read and write data between court systems. Orion will work with the customer agencies to create a detailed

8.4 Implementation Staff

Orion will appoint a team of specialized personnel that will implement the Project. The team will be multi-disciplinary and the team members may specialize in different products, Subsystems, and Project phases. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the Orion Project Manager in order to complete the requirements of the Project.

8.4.1 Orion Project Manager

Orion has appointed an Orion Project Manager as the principal Orion contact who will be responsible for implementing the Orion Project aspects within the framework of the Agreement and this SOW. The Project Manager will be an active participant in the milestone events through the course of the Project as well as participating in status meetings and client sessions.

8.4.2 Infrastructure Engineer

The Infrastructure Engineer is responsible for the infrastructure of the AgencyWeb solution within the Client's environment. This engineer is responsible for the system administration and installation of the core application within the Application and Database Servers. Additionally this engineer is responsible for all connectivity settings required for AgencyWeb solutions to access data or provide data to applications and databases. This engineer is also responsible for all 3rd party equipment installation when Orion is engaged in 3rd party installation services.

8.4.3 Systems Engineers

The Systems Engineers are responsible for the configuration of the AgencyWeb application once it is installed within the Client's infrastructure. Additionally the System Engineers are responsible for configuration of standard interfaces and development of software interfaces as required by the Scope of Work for the project. The System Engineer is also responsible for all code management and development of executable files for system updates. The Systems Engineers will be an active participant in the milestone events through the course of the Project including testing and Go Live.

8.4.4 Technical Services Group

Customer service functions and technical support for the Client's System during the Project is coordinated by the Orion Project Manager. After Go Live, Orion's Technical Services Group is responsible for providing on-going support for the Client's System as defined in the Agreement and the Software Support

Agreement. Orion provides a dedicated secure customer web site to provide the following services:

- Customer Initiated Issues Tracking
- System Enhancement Requests
- Orion Update Announcements
- Orion Maintenance Announcements
- Calendar of Scheduled Events
- Knowledge Base
- Discussion and Release Logs

8.5 Key Personnel Profiles

Leslie F. DeLatte

Orion Communications Owner/President

Leslie F. DeLatte is President and founder of Orion Communications, where she oversees day-to-day operations and manages the strategic direction of the company. Under her leadership, Orion has deployed browser-based solutions for Judicial and Law Enforcement agencies throughout the United States. Ms. DeLatte has also grown Orion's service offerings to include Service Center management, Network Engineering services and IT Monitoring services for both commercial or government organizations.

Ms. DeLatte has over 25 years of hand-on experience with data and telecommunications management. She was formerly President/CEO and founder of The Sabine Group in 1997, where she directed management teams of Enterprise, Internet and Telco networks.

Early in her career, Ms. DeLatte held various data management positions with EDS, OSI and INS. She holds a B.S. in Electrical Engineering from the University of Southwestern Louisiana.

Heather E. Kocks

Product and Operations Manager

Heather E. Kocks is the Orion Product and Operations Manager where she is responsible for the Project Management Office. Under her direction, the project team provides project management leadership using the proven methodologies that have resulted in successful Orion deployments throughout the United States.

Ms. Kocks has over 7 years of experience managing product rollouts and directing product division engineering teams. Prior to joining Orion, Ms. Kocks held product positions with CompuDyne and Travis County. Ms. Kocks holds a BBA in Computer Information Systems from Texas State University.

Barbara Smith

Program Manager

Barbara A. Smith is the Orion Program Manager and is responsible for program management, client interactions, and software implementations. She works directly with Orion customer's to utilize Orion's software products and manages varying customer activities, including system configurations, testing, and documentation.

As a retired Law Enforcement profession with more than 24 years of police experience, Barbara is one of Orion's subject matter experts for business process analysis and resolution in conjunction with Orion's operations and development. Her operational experience with the Dallas Police Department includes patrol, communications, internal affairs, special projects, crime analysis, inspections and police technology services.

Barbara is a graduate of numerous professional programs including the 50th School of Police Supervision, the 32nd Management College, the Advanced Leadership College, and the Police Executive Research Forum's Senior Management Institute for Police. Barbara holds a Master Peace Officer Certification in Texas, plus a TCLEOSE instructor's license.

Gregory Evan Price

Director of Software and Development

Gregory E. Price is the Director of Software Development, where he leads the research and development of Orion's AgencyWeb product suite. Under his management, the application development team has designed modular public safety solutions using several technologies, such as .NET, JAVA and ColdFusion.

Mr. Price brings over 10 years of software development and management expertise with a variety of companies. Prior to joining Orion, Mr. Price was employed as a Development Lead at Mistral Design Group. In addition, he has held lead technical positions with such companies as Ericsson Systems, Vercom Software and Landauer, Inc. Mr. Price attended University of North Texas.

Casey G. DeLatte

Sr. Software Engineer

Casey G. DeLatte is the Orion Communications Sr. Software Engineer, where he participates in product development, product design, product service / support, and customer data analysis. Under his direction, custom product development is designed for direct integration with other customer systems. In addition, he serves as Orion's technology representative for most major customer integrations.

Mr. DeLatte is versed in ASP.NET, VBscript, Coldfusion, JavaScript, HTML, XML, SQL 2000, SQL 2005, SQL DTS, and SQL SSIS. His experience includes design and development in web-applications, web-services, and relational databases. His experience also includes administration of SQL server, Windows server, and networking.

As the Lafayette Parish School Board Computer Technician, Casey has been responsible for servicing 45 educational institutions within Lafayette, LA Parish. Mr. DeLatte holds a B.S. in Computer Science from the University of Louisiana at Lafayette.

Bruce Hendry

Data Conversion Engineer

Bruce Hendry brings over 15 years of progressive IT experience from multiple industry sectors -- including technology, government, healthcare, manufacturing, telecommunications, and insurance. Mr. Hendry's experience includes team leadership, strategic planning, budgeting, product development, lifecycle management and major project implementation.

Mr. Hendry is responsible for the development of a Police Department Police Reports application, which uses .Net, IE and Web Services.

Bruce has been responsible for clients such as Dallas Police, Orleans Parish Courts, Miami-Dade County Courts, and Cameron County Courts.

9.0 Training

Orion will provide training on all system functions prior to commencement of the reliability test period. A detailed training plan will be submitted that will outline the objectives, needs strategy and curriculum to be addressed during training for end users. Training will cover hardware operations, operating system maintenance utilities and end-user application software features.

9.1 General Training

Louisville Metro will provide acceptable classroom space for training sessions. Orion will provide any and all instructional materials, media presentation devices, presentation media, and course instructors. Student to instructor ratios for any specific training session will be no greater than 20 to 1.

In addition to formalized training programs, Orion will list any electronic utilities that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses.

In addition to initial training for operational level positions, Orion will provide Louisville Metro a train-the-trainer level course.

Assumptions
Louisville Metro will include computers in classroom space for all training sessions in order to conduct hands-on computer-based training for end-users.
Each computer will have Internet connectivity, in order to connect with end-user training system.
Constraints
None.
Exceptions
Orion will provide all training materials in electronic format.

9.2 Training Schedule

Orion will coordinate the training schedules with Louisville Metro 45 days prior to starting any training. Orion will supply to Louisville Metro, for its approval, a sample of all training materials 30 days prior to the start of any training classes. (Time frames specified are subject to change).

Orion Agrees

9.3 System Operations/Administration

Training in system administration shall include all operating positions. Common functions include system functionality, workstation setup, system login, electronic messaging, and security procedures.

Specific minimum position level training includes:

- Installation, configuration and features
- Security concepts
- User definition and maintenance
- Monitor functions and reports
- Backup procedures
- Failure mode procedures

This training must cover all above listed aspects of this particular system. It shall also include all functions and architecture, and include instruction on operation under normal, alternative, and exceptional conditions. All infrastructure components will be included.

Orion Agrees

9.4 Minimum Personnel Training Requirements

The Orion shall supply instructing personnel and involved participants with training and experience on the functionality supplied under these requirements, and all the necessary instructional materials. All manuals, handouts, and other printed materials shall become the property of the attendees. Orion shall provide

all materials and equipment necessary to perform the training, and shall utilize actual equipment.

Assumptions
<p>Louisville Metro will include computers in classroom space for all training sessions in order to conduct hands-on computer-based training for end-users.</p> <p>Each computer will have Internet connectivity, in order to connect with end-user training system.</p>
Constraints
<p>None.</p>
Exceptions
<p>Orion will provide all training materials in electronic format.</p>

9.5 System Administration and Maintenance Training

The training shall be scheduled at least 90 days (subject to change) in advance for a minimum of two maintenance personnel, and shall include, but not be limited to, the following:

- Distribution of training literature in hard copy and electronic format.
- A presentation of the equipment/system theory, configuration, and features.
- A description of routine maintenance procedures and troubleshooting techniques.
- A question and answer session.

Orion shall provide all materials and equipment necessary to perform the training, and shall utilize actual equipment. Following training, Orion shall provide two sets of instruction manuals sufficient to permit a duly qualified service technician to install, program, operate, and maintain the equipment purchased.

Assumptions

Louisville Metro will include computers in classroom space for all training sessions in order to conduct hands-on computer-based training for end-users.sec

Each computer will have Internet connectivity, in order to connect with end-user training system.

Constraints

None.

Exceptions

Orion will provide all training materials in electronic format.

10.0 Acceptance Test Plans

Within the project plan the project test plans are presented to the project team and signed by the customer as authorized testing plans. The customer is then provided a location and timeframe to complete their formal testing of the system using the approved test plan document. During the testing period, it is imperative that the key customer contact provide immediate notice to Orion of any software compliance failure. Upon receipt of any such notice, Orion uses its best efforts to determine the cause and will resolve the issue within a reasonable time period. If the resolution is not completed in a timely manner, the testing period may be extended.

Once the solution is completely tested and complies with all specifications outlined in the specification document, a signed Acceptance Release is required.

10.1 Acceptance Test Plan Example

Acceptance test plans utilize a use case approach provided testing of the system based upon role and situation. The following information provides examples of the test plans displayed in the matrixes that are provided for formal system walk through and acceptance. The Customer documents each step logs the results with a pass or fail status. If a fail status is documented the failure cause is noted and Orion has an agreed upon timeframe for resolution as long as the failure cause is within scope of the project.

The following are a few examples of test matrixes utilized by a customer for hands on testing.

Test Case:	TC-UC-6 Creating a subpoena (Docket)		
Description:	Setup test environment (UC-16)		
Primary Actors:	Court Clerk, Prosecutor, System	Executed By:	
Preconditions:	User has permissions to create a docket	Date Executed:	
Success Guarantees:	Docket is created and subpoena is issued to witness	Version/Build #:	
Setup:			

Configurations:	
-----------------	--

TC-UC-6-Main	Procedure / Inputs	Expected Results	Pass/Fail
1. Creating a subpoena	User is logged in as court user	Successful login to CourtNotify	
2. Click on Dockets Tab	User selects Dockets tab	system returns "choose appointment type" search screen	
3. Click on "Advanced Criminal Search" Icon	User selects "Advanced Search" link	system returns "search criminal docket" screen	
4. Click on "Add Single Criminal Event" Icon	user selects "add single criminal docket" link	system returns blank "case view" screen ready for data entry	
5. Select Defendant Type from drop down	Select defendant type from drop down	system defaults to primary when adding first defendant	
6. Populate "Defendant First Name" and "Defendant Last Name"	user enters defendant first name last name		
7. Enter Case number	user enters case number		
8. Enter other case details	user enters other case details as needed		
9. Select charge	user enters charge code and clicks charge look up button to select appropriate charge description	system populates appropriate charge description based on charge code entered	
10. Complete Appointment Details			
10.1. Case Type	select Case type from drop down	system will populate subpoena form with data	
10.2. Hearing Type	select hearing type from drop down	system will populate subpoena form with data	
10.3. Notification Type	select notification type from drop down	system will populate subpoena form with data	
10.4. Select Document Type	select document type from drop down	system will populate subpoena form with data	
10.5. Select Court	select court location from drop down	system will populate subpoena form with data	
10.6. Enter Court Date and Time	Enter date (mm/dd/yyyy) or use calendar feature, enter court time in am/pm or in military time (00:00)	system will populate subpoena form with data	
10.7. Select issuing agency	select issuing agency from drop down	system will populate subpoena form with data	
10.8. Enter Offense Date and Time	Enter date (mm/dd/yyyy) or use calendar feature, enter offense time in am/pm or in military time (00:00)	system will populate subpoena form with data	
10.9. Enter Judge's name	free form text field	system will populate subpoena form with data	
10.10. Enter Prosecutor's Name	free from text field	system will populate subpoena form with data	
10.11. Add note if applicable	free form text field	system will populate subpoena form with data	
11. Select "save" button	user selects save button	system writes data to database and returns updated Case View screen, which includes detail, witness and log tabs	
12. Select "Witness" tab	user selects witness tab		

13. Select "Add Law Enforcement Witness" tab	user clicks Add Law Enforcement Witness button	system returns witness search screen	
13.1. Enter data to search for Witness	user enters name or badge or court ID	system returns witness names	
13.2. Select Witness	using radio button, select appropriate Witness	system adds witness to subpoena	
16. Select witness code	user selects witness code from drop down		
17. Select Request Type	user selects request type from drop down		
16.1. User sends witness note by selecting "+" symbol next to witness name	user clicks "+" symbol	system expands witness information to include icons for adding witness note, viewing witness schedule, viewing witness notification history, generating hard copy of subpoena, or notifying witness	
17. Select "notify all" link to issue subpoena notification	user clicks "notify all" link	system generates email to witness for acknowledgement receipt	

TC-UC-6-1	Procedure / Inputs	Expected Results	Pass/Fail
3.a User may enter a summons or case number if known	user enters summons or case number	system displays a subpoena that has already been created	

TC-UC-6-2	Procedure / Inputs	Expected Results	Pass/Fail
3.b User may enter known information to conduct search	Enter Summons No. Enter Defendant Name Enter Witness Type Enter Witness Name, badge or employee no. select Court select case type enter court date	system will return docket information if docket has been created	

TC-UC-6-3	Procedure / Inputs	Expected Results	Pass/Fail
13.1.a If more than one enforcement agency exists on the system, the user may select the appropriate law enforcement agency from the agency drop down list	select agency from drop down list	system returns witness names from that specific agency	

TC-UC-6-4	Procedure / Inputs	Expected Results	Pass/Fail
17.a System logging of information	system logs information regarding who entered/modified the subpoena, date, subject, changes in status	log is updated appropriately dependent upon action taken by users on the system	

Test Case:	TC-UC-8 Acknowledging the subpoena by the witness		
Description:	Setup test environment (UC-16)		
Primary Actors:	Officer, System	Executed By:	
Preconditions:	Subpoena has been created	Date Executed:	
Success Guarantees:	<p>Law Enforcement Witness logs into Court Notify application and sees all pending acknowledgements, plus those cases which have already been acknowledged, and a status view of court responsibilities with a calendar view of responsibilities, leaves, etc.</p> <p>Law Enforcement Witness will acknowledge subpoenas from pending acknowledgement list and system will update status and logs.</p>	Version/Build #:	
Setup:			
Configurations:			

TC-UC-8-Main	Procedure / Inputs	Expected Results	Pass/Fail
1. Login to CourtNotify as the witness notified in previous steps	user logs into CourtNotify	Home screen with Court Responsibilities, Calendar View and Pending Acknowledgement is displayed	
2. From list of subpoenas pending acknowledgement, select subpoena to be acknowledged	user selects "acknowledge" link	system updates notification history and case log to "acknowledged"	
2.1. If multiple subpoenas are pending acknowledgement, user may select "acknowledge all" link	user selects acknowledge all link	system updates all subpoena notification histories and case logs to "acknowledged"	

TC-UC-8-1	Procedure / Inputs	Expected Results	Pass/Fail
2.a Witness may view case details by clicking on case number link	user clicks case number link	system displays Case View with appointment details	

TC-UC-8-2	Procedure / Inputs	Expected Results	Pass/Fail
2.b Witness may view/print subpoena document by clicking on the case date/time	user clicks case date/time link	Pop-up window displays subpoena document. User clicks the "print" icon to print hard copy	

11.0 System Documentation

11.1 Technical Documentation Required as Part of Proposal Submission

Proposers shall include the following technical documentation with each copy of the proposal:

- Itemized Equipment List for System Configuration – See Section 4.0 Equipment and Installation
- Implementation Plan - See Section 8.0 Implementation
- Cut-Over Plan - See Section 8.2.5 Cutover Plan
- Example Acceptance Test Plan – See Section 10.1 Acceptance Test Plan Example
- Examples of Standard System Reports – See Below

Start Date: End Date:

Section: Called By:

11 of 1 of 1 >> 100%
Find | Next
Select a format
Export

Witness Counts Report

	Case No	Court Date	Hearing Type	Section	Totals	Wit Codes	No Wit Codes
1	468554	12/05/2008	RTSC	A	11	11	0
2	480714	12/05/2008	PTCON	A	1	1	0
3	480974	12/05/2008	HOM	A	4	4	0
4	480974	12/05/2008	HOM	A	4	4	0
5	480974	12/05/2008	HOM	A	4	4	0
6	481308	12/05/2008	HOM	A	1	1	0
7	481464	12/05/2008	HOM	A	1	1	0
8	481480	12/05/2008	HRTRL	A	1	1	0

Selected Report Filters:

Section: **A**

Called By: **Court**

Date Range: **12/01/08 to 12/05/08**

Total Records Returned in this Report: 8

12/31/2008 10:14:16 AM
1 of 1 Pages
For Official Purposes Only

Figure 3 - Witness Counts Report

Start Date 12/1/2008		End Date 12/12/2008		View Report			
Clerk: ADMIN, ORION							
1 of 1 100% Select a format Export							
AgencyWeb Witness Additions by Clerk							
	Witness	Type	Called By	Wit Code	Case No	Last Edit	Court Date
1	ADAM LACOUR	Civilian	Court	DEF	467331	12/8/2008 3:46:47 PM	12/25/2008 9:00:00 AM
2	DYLAN UTLEY	Civilian	Court	DC	467331	12/8/2008 3:46:47 PM	12/25/2008 9:00:00 AM
3	BOBBIE BREAU	Civilian	Court	HND	467331	12/8/2008 3:58:35 PM	10/2/2008 9:00:00 AM
4	BOBBIE BREAU	Civilian	Court	HND	467331	12/8/2008 3:58:35 PM	12/8/2008 9:00:00 AM
5	BOBBIE BREAU	Civilian	Court	HND	467331	12/8/2008 3:58:35 PM	11/6/2008 9:00:00 AM
6	BOBBIE BREAU	Civilian	Court	HND	467331	12/8/2008 3:58:35 PM	10/24/2008 9:00:00 AM
7	BOBBIE BREAU	Civilian	Court	HND	467331	12/8/2008 3:58:35 PM	10/29/2008 9:00:00 AM
8	BOBBIE BREAU	Civilian	Court	HND	467331	12/8/2008 3:58:35 PM	12/25/2008 9:00:00 AM
Selected Report Filters:							
Clerk ADMIN, ORION							
Date Range 12/01/08 to 12/12/08							
12/31/2008 10:27:41 AM		1 of 1 Pages		For Official Purposes Only			

Figure 4 - Witnesses Added by Clerk Report

First Name	<input type="text" value="chris"/>	Badge Number	<input type="text"/>
Middle Name	<input type="text"/>	Employee Number	<input type="text"/>
Last Name	<input type="text" value="lea"/>	Org Code	Any ▼
Agency	NEW ORLEANS PD ▼		
Search			

<< + Expand >> CHRIS LEA Select Month ▼						
September		October 2009			November	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 Day Off	28 8:00 AM - 5:00 PM	29 8:00 AM - 5:00 PM	30 8:00 AM - 5:00 PM	1 8:00 AM - 5:00 PM	2 8:00 AM - 5:00 PM	3 Day Off
4 Day Off	5 8:00 AM - 5:00 PM	6 8:00 AM - 5:00 PM	7 8:00 AM - 5:00 PM	8 8:00 AM - 5:00 PM	9 8:00 AM - 5:00 PM	10 Day Off
11 Day Off	12 8:00 AM - 5:00 PM	13 8:00 AM - 5:00 PM	14 8:00 AM - 5:00 PM	15 8:00 AM - 5:00 PM	16 8:00 AM - 5:00 PM	17 Day Off
18 Day Off	19 8:00 AM - 5:00 PM ● CDC M2 3:00 PM	20 8:00 AM - 5:00 PM	21 8:00 AM - 5:00 PM LEAVE △ CDC K 9:00 AM	22 8:00 AM - 5:00 PM	23 8:00 AM - 5:00 PM	24 Day Off
25 Day Off	26 8:00 AM - 5:00 PM	27 8:00 AM - 5:00 PM	28 8:00 AM - 5:00 PM	29 8:00 AM - 5:00 PM	30 8:00 AM - 5:00 PM	31 Day Off

Figure 5 - Officer Calendar Court View Report

Search Parameters							
Witness First Name:	N/A	Start Date:	12/29/2008				
Witness Last Name:	N/A	End Date:	01/30/2009				
Witness Badge Number:	N/A	Court:	ALL				
Witness Org Code:	ALL	Agency:	ALL				

CourtTracker Log Detail						
Officer Name	Date	In	Out	Time Spent	Event	
Orion MasterAdmin {00000}	12/29/2008	1:47P	1:47P	0 min.	Continuance / Hold-Over	
Orion Officer {00002}	12/30/2008	11:02A	11:02A	0 min.	492233	Testified [APPEAR]
					492092	Testified [APPEAR]
Orion Officer {00002}	12/30/2008	11:15A	11:16A	1 min.	467331	Testified [APPEAR]
Orion Officer {00002}	12/31/2008	4:44P			Subpoenaed	

CourtTracker RDO							
	Notifications	Signed In	Not Signed In	Testified	Not Testified	Testified Hrs.	Not Testified Hrs.
Appear Requests	71	0	71	0	0	0.00	0.00
Standby Requests	0	0	0	0	0	0.00	0.00
Not Subpoenaed	N/A	0	N/A	0	0	0.00	0.00
TOTAL	71	0	71	0	0		0.00

CourtTracker Total							
	Notifications	Signed In	Not Signed In	Testified	Not Testified	Testified Hrs.	Not Testified Hrs.
Appear Requests	71	0	71	3	0	0.02	0.00
Standby Requests	0	0	0	0	0	0.00	0.00
Not Subpoenaed	N/A	5	N/A	0	0	0.00	0.00
TOTAL	71	5	71	3	0		0.02

[View No Show Detail](#)

Figure 6 - Day-of-Court Summary Report

Witness Name	Court ID	Empf No.	Org	No.	Appointment Date	Request Type	Status	Conflict
Miami-Dade Police Department								
PRABHAINJANA DWIVEDI	030-05862	28740	INTRACOASTAL DISTRICT		05/29/2009 6:00A	Appear	Acknowledged	YES
EXCEPTION: Acknowledge with exception to update report, email sent to employee and supervisor.								
CHRISTOPHER GREEN	030-03749	17127	CRIME SCENE INVESTIGATIONS BUREAU	F0435753A	05/29/2009 9:00A	Standby	Acknowledged	YES
EXCEPTION: Holiday (H) from 05/29/2009 to 05/30/2009								
CHRISTOPHER HANLON	030-06385	21348	CRIME LABORATORY BUREAU	F0435753A	05/29/2009 9:00A	Standby	Acknowledged	YES
EXCEPTION: Annual Leave (A) from 05/29/2009 to 05/29/2009								
MARTIN SILBER	030-04022	21800	PUBLIC CORRUPTION INVESTIGATIONS BUREAU	F0435753A	05/29/2009 9:00A	Standby	Acknowledged	YES
EXCEPTION: Compensatory Time (C) from 05/15/2009 to 05/31/2009								
RAUL CARDESO	030-05441	27706	NARCOTICS BUREAU	F09015794	05/29/2009 9:00A	Request Only	Acknowledged	YES
EXCEPTION: A conflicting leave (Annual Leave (A) from 05/19/2009 to 05/29/2009) has been scheduled.								
OLENKA RYAN	030-07628	30301	HAMMOCKS DISTRICT	F08044267A	05/29/2009 9:00A	Standby	Acknowledged	YES
EXCEPTION: Compensatory Time (C) from 05/19/2009 to 06/01/2009								
CAROLINE MILANES	030-06270	21565	CRIME LABORATORY BUREAU	F09014238	05/29/2009 9:00A	Appear	Acknowledged	YES
EXCEPTION: Annual Leave (A) from 05/29/2009 to 05/29/2009								
CAROLINE MILANES	030-06270	21565	CRIME LABORATORY BUREAU	F09014238	05/29/2009 9:00A	Appear	Acknowledged	YES
EXCEPTION: Annual Leave (A) from 05/29/2009 to 05/29/2009								
DEMETRIA SMILEY	030-07977	29775	HAMMOCKS DISTRICT	F09014706	05/29/2009 9:00A	Standby	Acknowledged	YES
EXCEPTION: Birthday Holiday (BH) from 05/29/2009 to 05/30/2009								
DEBORAH BROWN	030-05490	27781	INTRACOASTAL DISTRICT		05/29/2009 10:30A	Appear	Acknowledged	YES
EXCEPTION: Acknowledge with exception to update report, email sent to employee and supervisor.								

Figure 7 - Witness Conflict Report

Multiple Appearance Report			
	Request	Docket Number	Time
NIJEL BADDOD			
11/04/2009			
	APPEAR	482305	12:11T
	APPEAR	488336	12:11T
ROBBIE BANGHAM			
11/02/2009			
	APPEAR	486351	12:11T
	APPEAR	484344	12:11T
JOHN CASTELIN			
11/19/2009			
	APPEAR	489819	12:11T
	APPEAR	482910	12:11T
EVAN COX			
11/04/2009			
	APPEAR	486903	12:11T

Figure 8 - Multiple Appearance Report

11.2 System Manuals

To ensure operational efficiency, Louisville Metro will require various system manuals. The selected Vendor will be required to provide in hard copy and electronic format, in addition to the documents listed above in 10.1, the following:

- Systems Administrator Manual
- Users Manual

Orion agrees to provide user guides to the project team in electronic formats.

12.0 System Support, Maintenance and Warranty

12.1 Warranty of Hardware and Equipment

The duration of the warranty period shall be three-year parts and labor for all hardware and equipment. The warranty period shall begin upon formal acceptance of the system. This warranty shall cover both parts and labor. The Contractor shall warrant and guarantee further that the equipment furnished hereunder is of good workmanship and materials, and that the same is properly designed, operable, and equipped for the proposed use by Louisville Metro and is in strict conformity with the detailed requirements. Should the Contractor fail to remedy any failure or defect within 30 consecutive days after receipt of notice thereof, the parties shall meet and discuss an extension of time which may be fair and equitable under the circumstances, failing which Louisville Metro shall have the right to replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.

All Orion provided hardware and equipment is under warranty for the required three year parts and labor.

12.2 Warranty for Contractor Supplied Software

Louisville Metro requires a minimum one-year warranty on all Contractor supplied software starting from the date of formal acceptance of the system. The Contractor shall warrant that all Contractor supplied software is fully operational, efficient, and free from defect for one year. In the event any such reproducible and/or recurring software defects become evident within the warranty period, the Contractor shall correct the defect. The Contractor shall be responsible for correcting all software defects in a timely manner, at no additional cost to Louisville Metro, for the period of one year or as long as a maintenance agreement is in force.

The Licensed Software is warranted to function in substantial conformity with the Orion documentation provided with it for a period of twelve (12) months following acceptance of the Licensed Software by Client.

- **The warranty set forth above shall be void during any period that any of the following circumstances exist:**
 - **The Licensed Software is modified by any person except an authorized Orion employee or agent.**
 - **The License Software is not used in accordance with the Orion documentation, or other instructions provided by Orion, or by misuse or neglect.**
 - **Client fails to install and implement the latest version of the Licensed Software offered to it by Orion or Client's vendor.**
 - **Client fails to maintain the equipment configuration and/or the site requirements specified in the Orion documentation or by Client's vendor.**

12.3 Warranty on Additional Equipment

Warranty on any additional system hardware or software purchased after acceptance of the initial system will be for not less than 12 months after the date the hardware or software is accepted and placed in service.

Orion Agrees

12.4 Maintenance during the Warranty Period

The Proposer shall describe in the proposal how system and equipment maintenance and repair will be handled during the warranty period. During the warranty period, the Contractor will respond to all maintenance related calls or notifications of system malfunction at no additional cost to Louisville Metro.

Warranty service shall be on a 24-hour per day, 7-day per week basis. The Contractor will have qualified technicians available to respond to major system malfunctions within one hour and to minor system malfunctions within two hours during the warranty period.

A major system malfunction is defined as one in which the entire system is out of service or in which system functionality is degraded to the point that the system is not substantially providing the level of usage required. A minor system malfunction is defined as one in which some system features are inoperative, not rendering the entire system unusable or significantly degraded. Louisville Metro reserves the right to decide whether a system malfunction is classified as major or minor.

Acceptance of the work of the Contractor upon completion of the project shall not preclude Louisville Metro from requiring strict compliance with the contract, in that the Contractor shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The one-year limit specified above shall not void or limit this requirement for little-used features or functions.

All applicable equipment must conform to all Underwriters Laboratories requirements for, specifically U.L. Standard 114. Such evidence shall be required of the Proposer prior to award of contract.

12.5 Orion Maintenance Services

Orion agrees to support the solution through a 3-year maintenance agreement. To provide maintenance and any form of support, Orion will require that the customer provide to Orion secure access to the server(s) running the System. The System can operate on a secure VPN using a public internet address utilizing internet authentication services through Microsoft Server. Orion will comply with Client's security requirements as published by the Client. The remote system access will allow Orion to submit updates, patches and immediate trouble ticket resolutions online at agreed upon maintenance windows as approved by Client. The customer will be responsible for having a trained employee contact Orion for trouble ticket issuance. Orion is providing a train the trainer System Administration class for up to five (5) individuals to create authorized trained personnel within the customer's support team. Once an individual has been

trained and they have been authorized by the CourtNotify Customer technology leader, the individual(s) will be given direct access to Orion’s web site for submittal and monitoring of trouble ticket management.

Support Response Priority

Orion Business has provided services that support 7 x 24 365 days a year services as required by the RFP specifications. The following are the support services offered by Orion’s Maintenance Contract:

<i>Severity Level</i>	<i>Response Process</i>
Severity Level 1 - Critical	<p>Business Hours: Telephone calls to 866-779-1689 – are answered and managed as they come in with no need for a call back.</p> <p>After Hours: Sixty (60) minute call back after client telephone contact to 866-779-1689</p> <p><i>If the root cause of the reported issue is the result of a Customer’s provided component of this solution, the City will be responsible for resolution of the problem rather than Orion support personnel. If the City elects to have Orion troubleshoot the Customer’s component of the issue a time and materials fee \$150 / hour with a one (1) hour minimum will be charged. .</i></p>
Severity Level 2 – Urgent Priority	<p>Business Hours: Telephone calls to 866-779-1689 – are answered and managed as they come in with no need for a call back.</p> <p>After Hours: Ninety (90) minute call back after client telephone contact to 866-779-1689</p> <p><i>If the root cause of the reported issue is the result of a Customer’s provided component of this solution, the City will be responsible for resolution of the problem rather than Orion support personnel. If the City elects</i></p>

<i>Severity Level</i>	<i>Response Process</i>
	<p><i>to have Orion troubleshoot the Customer's component of the issue a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>
<p>Severity Level 3 – High Priority</p>	<p>Business Hours: Telephone calls to 866-779-1689 – are answered and managed as they come in with no need for a call back.</p> <p>After Hours: This priority of issue is not managed via after hours support.</p> <p><i>If the root cause of the reported issue is the result of a Customer's provided component of this solution, the City will be responsible for resolution of the problem rather than Orion support personnel. If the City elects to have Orion troubleshoot the Customer's component of the issue a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>
<p>Severity Level 4 – Medium Priority</p>	<p>Business Hours: Telephone calls to 866-779-1689 – are answered and managed as they come in with no need for a call back.</p> <p>After Hours: This priority of issue is not managed via after hours support.</p> <p><i>If the root cause of the reported issue is the result of a Customer's provided component of this solution, the City will be responsible for resolution of the problem rather than Orion support personnel. If the City elects to have Orion troubleshoot the Customer's component of the issue a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>
<p>Severity Level 5 – Low Priority</p>	<p>Business Hours: Telephone calls to 866-779-1689 – are</p>

<i>Severity Level</i>	<i>Response Process</i>
	<p>answered and managed as they come in with no need for a call back.</p> <p>After Hours: This priority of issue is not managed via after hours support.</p> <p><i>If the root cause of the reported issue is the result of a Customer's provided component of this solution, the City will be responsible for resolution of the problem rather than Orion support personnel. If the City elects to have Orion troubleshoot the Customer's component of the issue a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>

Severity 1 = Critical Priority

Critical Applications or entire system is in a non-responsive state and severely impacts Customer personnel productivity, citizen security/safety, and/or departmental revenue generation. This is defined as the application is down, critical servers are inoperative, complete interruption of data intake or retrieval, or loss of data and high levels of corruption.

Severity 2 = Urgent Priority

A serious Software Error not meeting the criteria of a critical priority but which severely impacts the ability of a large number of users to utilize the system or if they do use the system the errors will be consistent and reproducible.

Severity 3 = High Priority

A issue which does not have significant impact on productivity for the Client department and/or its personnel. Generally this means over 25% of the system is not function or negatively impacts users by this error. Typically not covered in an afterhours service support incident.

Severity 4= Medium Priority

A software error related to a user functionality which does not prevent routine use of the system or a high priority issue when a reasonable workaround has been provided. Typically not covered in an afterhours service support incident.

Severity 5= Low Priority

All other software or documentation errors not described above. Client technical questions would be a part of this level.

12.6 Escrow

Orion agrees to deposit source code with an Escrow Agent and to enter into an Escrow Agreement to assure Licensee with access to the Source Code based upon the terms of the Escrow Agreement. Orion utilizes Iron Mountain as the Escrow agent.

12.7 Alternate Service under Warranty

If it becomes necessary for Louisville Metro to require the services of another Contractor for warranty related work, due to inability or failure of the original Contractor to perform such work, the Contractor shall reimburse Louisville Metro for all invoices for labor, materials required, and the shipping/handling costs thereof to perform such services, within 30 days from presentation of such invoices. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem(s). The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

Orion Agrees in Principal the procedures for failure to perform and remedy processes are to be determined.

12.8 Maintenance Following Warranty Period

The Proposer shall include in the proposal prices for five annual maintenance periods of follow-on maintenance. The first year of maintenance begins 12 months after system acceptance, which is the duration of the warranty period. Louisville Metro requires that any increase in price for successive annual

maintenance periods not exceed 4% annually, for all software and hardware related products.

Orion Agrees

12.9 Hardware

The Contractor will be required to provide system and equipment maintenance support to Louisville Metro during and after expiration of the warranty period. Louisville Metro will require a response time of no more than one hour for a "Major" failure of the system and no more than two hours for a "Minor" failure of the system. The Proposer shall provide the following minimum information about its various maintenance approaches for each of the following system components:

- Servers & Workstations.
- Storage & Backup Subsystems.
- Communications Devices
- Additional Supporting Components Required For Efficient System Operation.

The Proposer shall describe the scope of maintenance coverage and types of programs available to Louisville Metro. The Proposer shall discuss a Preventive Maintenance (PM) schedule and estimate the amount of non-scheduled maintenance (system downtime) for each component of the proposed system.

Orion will provide post warranty support through a time and materials hourly rate that will be agreed upon within 90 days of warranty expiration. Please note: Orion is a software solution provider and is not a field maintenance provider. If a long term contract is required, Orion would prefer for the customer to outsource these services to a local provider. If Orion is asked to manage an outsourced partner, Orion is willing to do such services but will include a management fee.

12.10 Maintenance of Contractor Furnished Software

Louisville Metro requires that the Contractor maintain all Contractor-furnished software in a reliable operating condition, and incorporate the latest software changes applicable to the installed system. The Contractor will describe the nature of his software maintenance coverage and program for maintaining reliable, efficient, and current software. The maintenance contract pricing shall include providing and installing any system software patches, upgrades, enhancements, etc., developed by the software manufacturer during the maintenance contract period.

Orion Agrees

12.11 Maintenance for Discontinued Hardware or Equipment Component

In the event that the manufacture of any hardware or equipment component of the system is discontinued by the original equipment manufacturer, the Contractor will agree to provide continuous support and maintenance for the life of the original warranty.

Orion Agrees

13.0 Pricing

Pricing Sheet	
e-Subpoena / Court Notification System	
Component Description	Price
Integrated software per the system requirements outlined in this RFP.	
Hardware and associated equipment needed for supporting and operating the software.	
Development of Interfaces in accordance with the interface requirements outlined in Section 7 of the RFP.	
Implementation and Installation Services for all hardware and software components of the integrated system to include the configuration of forms, reports, and other agency-specific items.	
User Training for end-users and System Administrators and Support Personnel.	
System Documentation to include technical documents and system manuals.	
Maintenance Services free of charge during the system warranty period.	
TOTAL:	\$874,000
15.1.1 OPTIONAL Maintenance Services	
Enter the yearly cost for maintenance services as described in Section 11 for 5 years to commence when the 12 months warranty period expires. Please note maintenance costs for successive years cannot exceed a 4% increase.	
Year 1	\$ 157,000
Year 2	\$ 157,000
Year 3	\$ 157,000
Year 4	\$ 157,000
Year 5	\$ 157,000

14.0 Appendix

14.1 GFE-1 Sub-Contractor Form

14.2 Orion Communications, Inc. W-9 Form

