5. SECTION B - SCOPE OF SERVICES:

5.1. Background

5.1.1. The County is requesting proposals from Offerors specifically invited to respond to this RFP. Invited Offerors were selected as one of the shortlisted group of vendors from those that submitted a response to the County’s Request for Expression of Interest REOI # 1088822 Law Enforcement Records Management System for use by the Montgomery County Police Department (MCPD) dated December 5th, 2018.

5.1.2. The MCPD currently uses a Caliber eJustice LE-RMS that is nearing end of life.

5.1.3. Montgomery County, Maryland is situated centrally in the National Capital Region. The County manages, operates, and provides a wide variety and array of services to its citizens and closely partners and interacts with Federal, State, local municipalities, boards and commissions in the Washington, DC metropolitan area. The County requires Offerors to have significant and documented municipal experience in jurisdictions comparable to the size and complexity of the County.

5.1.4. MCPD has 1,200 plus sworn officers and approximately 600 civilian personnel. They provide services to a population of over 1 million people in addition to providing mutual aid to our surrounding jurisdictions. MCPD responded to 219,162 calls for service in 2018 and recorded 6,278 crimes against persons, 21,612 crimes against property, 6,278 crimes against society and 27,826 Group B offenses. MCPD’s 2018 Annual Report on Crime and Safety can be found at the following link: https://www.montgomerycountymd.gov/POL/Resources/Files/PDF/PDResources/MCPD_Annual%20Report%20Crime%20Safety_2018.pdf

5.1.5. The Maryland Constitution creates the elected position of Sheriff in every county in Maryland and Baltimore City. The Sheriff in Montgomery County oversees approximately 165 deputies, civil administrative, and clerical staff. The Montgomery County Sheriff’s Office (MCSO) is part of the judicial branch of Maryland state government. Although the Sheriff is a state constitutional officer, State law requires the County to fund the salary of the Sheriff and provide other administrative support to the MCSO to include information technology. MCSO personnel are subject to County personnel regulations, and the Sheriff’s Office follows County procurement laws and procedures. The MCSO does not manage the Montgomery County jail. The MCSO will use the new LE-RMS to manage the service of various types of warrants and court papers. These are currently managed in eJustice. Additionally, the MCSO will use the replacement LE-RMS to record incidents which occur in the presence of MCSO personnel. Incidents are currently written using Microsoft Word and managed in an Access database.

5.1.6. The following jurisdictions currently use eJustice and report crime through MCPD to both the FBI and the State of Maryland (MD). They will use the replacement LE-RMS and will report crime through MCPD to the MD Uniform Crime Reporting (UCR) Program.

5.1.6.1. Rockville City Police Department (RCPD) has approximately sixty-four (64) sworn and thirty-three (33) civilian personnel. It’s 2018 Annual Report can be found at the following link: https://www.rockvillemd.gov/DocumentCenter/View/38652/2019-Annual-Report

5.1.6.2. Gaithersburg Police Department (GPD) has approximately fifty-nine (59) sworn and eighteen (18) civilian personnel. It’s 2019 Annual Report can be found at the following link: https://www.gaithersburgmd.gov/Home/ShowDocument?id=6990

5.1.6.3. Takoma Park Police Department (TPPD) has approximately forty-three (43) sworn staff supported by a number of civilian staff. Its 2019 Annual Report can be found at the following
5.1.7. The National Incident Based Reporting System (NIBRS) is administered by the FBI Criminal Justice Information Services (CJIS) Division through their Uniform Crime reporting (UCR) Program. UCR Summary refers to the summary reporting system administered by the FBI CJIS Division’s UCR Program as well as the MD UCR Program.

5.1.8. MCPD began reporting NIBRS data directly to the FBI in June of 2017 and will continue to do so until the MD UCR Program is ready to accept NIBRS data, which is anticipated to be in 2021. At this time, MCPD expects to be able to report NIBRS data to the State of Maryland prior to putting the selected LE-RMS into production.

5.1.9. In addition to NIBRS, MCPD will provide municipality reports to the State of Maryland as well as domestic violence, hate/bias, and carjacking reports. These reports are currently provided to the MD UCR Program.

5.1.10. The replacement LE-RMS will include the following modules:

   **Incident Reports:** This module will be used for the entry of incident reports for all incidents of crime reported to the police. Incident reports must comply with the requirements NIBRS.

   **Arrest Reports:** This module will be used for the entry of information collected incident to the arrest of a suspect.

   **Field Interviews:** This module will be used for the entry of a report following a brief non-custodial interview with a citizen.

   **Case Management:** This module will be used for the assignment to and management of cases by investigative personnel.

   **Warrants:** This module will be used to manage all local warrants including those entered into National Crime Information Center (NCIC). It will include the ability to send out notifications of warrants to the subjects of warrants.

   **Civil Process:** This module will be used to manage the service of process of all civil court papers to include documents such as restraining orders and subpoenas.

   **Traffic and Crash Reporting:** Due to the requirement to use the traffic and crash reporting systems developed by the Maryland State Police, this module will be used to import data entered into these systems into the LE-RMS. Such data may include traffic citations, crash reports and diagrams.

   **Property and Evidence (Optional):** If elected to replace the current property and evidence system, this module will be used to collect and manage information related to seized property, found property and evidence. It will integrate with property reported as lost, stolen, or vandalized in the Incident Reports module; a bar code scanning system; and may be integrated with a Laboratory Information Management System (LIMS).

Requirements for scored modules are included in Attachment D, LE-RMS Requirements.
This is a complete system replacement of the County’s current eJustice LE-RMS. This will not immediately replace the existing property and evidence system, which is currently a separate stand-alone system.

5.1.11. MCPD is requesting Offerors to also identify optional module(s), including the property and evidence module of the proposed LE-RMS, which the County, at its sole discretion, may elect to exercise. Any optional module(s) elected by the County will be at the prices in the resultant contract. The optional modules cannot include those that are required to meet the requirement of this RFP.

5.1.12. The LE-RMS will not replace the State traffic and crash reporting system but will become a data repository for this information so that all information is available and searchable in one system. Due to limitations at the State level, information cannot be pushed from the LE-RMS to the State systems.

5.2. Intent

5.2.1. Montgomery County, Maryland requires a replacement of its LE-RMS for use by MCPD, MCSO, GPD, RCPD and TPPD (hereinafter collectively identified as “County Law Enforcement Agencies” or “County LEAs”).

5.2.2. The purpose of this RFP is to procure a state-of-the-art LE-RMS system and services that are compatible with the MCPD needs and requirements.

5.2.3. It is the intent of the County to purchase LE-RMS Software as a Service (SaaS). SaaS as used in this document is defined as the capability provided to the County to use the Contractor’s applications running on a hosted infrastructure. The applications are accessible from various client devices through a thin client interfaces such as a Web browser. The County does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but will be permitted limited user-specific application configuration settings. Under SaaS, the Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.

5.2.3.1. The Offeror must specifically state in its proposal that the Offeror will be responsible for all of the aforementioned components of a SaaS. If any additional infrastructure must be procured separately by the County for purposes of meeting Maryland CJIS requirements for an on-premise server in order to access the Maryland Telecommunications Enforcement Resources System and the National Crime Information Center) (METERS/NCIC) this must also be stated. Due to the inconsistent use of industry terms such as “hosting” and “software as a service”, any use of such terms must fully describe what is included within the context of the Offeror’s Proposal.

5.2.3.2. The Contract Awardee shall be responsible for a Network Gap Analysis which indicates minimum, preferred, and optimal requirements and specifications for accessing the LE-RMS SaaS over the County’s network.

5.2.3.3. Data Ownership in a SaaS Environment: The County will own all data entered into Contractor’s LE-RMS. All data contained within the system must be made available to the County within thirty days of a request for such data in a format of the County’s choosing.
5.2.3.4. Discovery and Subpoena requests in a SaaS Environment: The Contractor must contact the County upon receipt of any electronic discovery, litigation holds, subpoenas discovery searches and expert testimonies related to the County’s data under this Contract, or which in any way might reasonably require access to the County’s data, unless prohibited by law from providing such notice. The Contractor must not respond to subpoenas, service of process and other legal requests related to the County without first notifying the County, unless prohibited by law from providing such notice. Further, if Contractor must produce data, to the extent permitted by law, Contractor will permit the County to inspect the data prior to production to permit the County the opportunity to either redact as required by law, including without limitation the Maryland Public Information Act.

5.2.3.5. Destruction of Data Upon Termination of Contract: The Contractor must certify that it has destroyed all County data in its possession, at the request of the County, upon termination of the contract with the County. Such destruction must not occur until the County has retrieved its data in a format of the County’s choosing with the assistance of the Contractor.

5.2.4. All aspects of the procurement, delivery, installation of the LE-RMS system software and integration into the MCPD and MCSO operations, training of County LEAs, ongoing maintenance and future system monitoring must be accompanied with minimum or no disruption to any MCPD and MCSO department operations.

5.2.5. It is the intent of the County to have the new LE-RMS system installed, configured, and implemented within an eighteen to twenty-four (18-24) month timeline after a contract is signed. This timeline includes without limitation the completion and acceptance of all required interfaces, and the training of all department staff.

5.2.6. Task Orders

5.2.6.1. All work required under any contract resulting from this solicitation must be accomplished by the County’s issuance of Task Orders. The County anticipates the issuance of a Task Order for the Design/Configuration Phase, a Task Order for the implementation Phase, and subsequent Task Order for each year of maintenance and support services.

5.2.6.2. The County will initiate a Task Order Proposal Request (TOPR) in a County standard format along with documents containing the task specifications of the work to be performed.

5.2.6.3. The Contractor must provide additional functionality enhancements to the Software as ordered by the County by Task Order and at the labor rates specified in Attachment F Cost and Pricing Requirements (Contractor must offer regular version updates of the software as part of maintenance and system support services at no additional cost to the County.).

5.2.6.4. Contractor must respond to a TOPR with a Task Order Proposal (TOP), which must be in written format and must include:

5.2.6.4.1. A description of how the Contractor intends to perform the Scope of Services required by the County in the Task Order Proposal Request. The Contractor must describe in detail how it intends to perform the work required by the County, the personnel and labor categories to be assigned, and the schedule of deliverables (milestones) and all fees and costs necessary to perform the work described in the TOPR. The TOPR will state a date by which the TOP shall be submitted.

5.2.6.4.2. A schedule for completion or delivery;
5.2.6.4.3. An estimate of hours and labor rates, in accordance with the resultant contract, per deliverable, following a work breakdown structure format which is a deliverable oriented decomposition of activities into smaller components format); and

5.2.6.4.4. A statement of the maximum compensation to be paid; fixed-price or time and material (T&M) with a not-to-exceed amount, as required for performing the specific services under the Task Order.

5.2.6.4.5. Offeror must submit its proposed labor rates in its response to this RFP. The labor rates in the Contract for T&M Task Orders must be fully burdened hourly labor rates. As the labor rates are fully burdened, there will be no provision in any Task Order for travel, lodging or other miscellaneous personnel-related expenses. Labor rates submitted by the Contractor must be firm for a minimum of two years after contract execution. Any changes after the first two years shall be in accordance with Section 6.2– Price Adjustments of this RFP.

5.2.6.4.6. A TOP must not contain any additional terms or conditions, or any terms or conditions that conflict with the resulting contract, and all Task Orders will be issued in accordance with the contract terms, conditions, specifications, and pricing of any contract resulting from this solicitation.

5.2.6.4.7. The County, at its sole discretion, may issue Task Order Proposal Request for additional services and support from the Contractor with pricing based upon the rates set forth in any contract resulting from this solicitation. Task Orders may be issued for items such as Professional Services but must still fall within the general scope of this RFP and resultant contract.

5.2.7. County Project Governance and Oversight

5.2.7.1. The County’s Contract Administrator will act as the Contractor’s main point of contact for all matters pertaining to the Contract requirements and final acceptance of deliverables. The County’s project manager will be the Contractor’s main point of contact for management of day to day project activities. The County has established executive and project level steering committees for the purpose of ensuring project issues are addressed and resolved.

5.2.7.2. Public Safety Systems Modernization (PSSM) Executive Steering Committee (ESC)
The PSSM ESC was formed to provide governing authority over this project and the entire PSSM Program. The Executive Sponsorship is at the County’s Chief Administrative Officer (CAO) level. ESC membership is comprised of Department Director Representatives from each of the directly impacted and the supporting agencies.

5.2.7.3. LE-RMS Project Steering Committee
The LE-RMS Project Steering Committee will take primary responsibility for providing guidance to ensure the chosen solutions will provide the appropriate functionality needed to serve Montgomery County Government and its citizens.

5.2.7.3.1. Responsibilities include:
- Communicate and update the PSSM Executive Steering Committee
- Provide program leadership for the project
- Ensure the appropriate project managers, project team members and subject matter experts (SMEs) are identified and available to fulfill their project responsibilities.
- Assist in the development of a detailed project work plan
- Escalate decisions to the PSSM Executive Steering Committee when decision criteria is beyond the accountability for the workgroup members, when business process changes are in conflict with current practices or when scope, resources or funding issues require input for the successful advancement for the project.
Identify, assess, justify, and make recommendations for all solution customizations and configurations identified.

Review project progress and monitor the project for deviation from contractual scope, timelines, funding, intent, etc.

5.3. Scope of Services/Specifications/Work Statement

5.3.1. The County is seeking submittals from the invited vendors to provide software, integration and implementation services, training and maintenance/support services for a state-of-the-art, commercial-off-the-shelf SaaS LE-RMS system designed to support a law enforcement department comparable in size and complexity to County LEAs.

5.3.2. The County is seeking to have a new LE-RMS system installed on servers in a CJIS-compliant cloud. Offerors must certify that the proposed cloud environment is and will continue to be compliant with the Criminal Justice Information Services (CJIS) Security Policy Version 5.8 (or more recent if applicable) dated June 1st, 2019 [CJISD-ITS-DOC-08140-5.8], Criminal Justice Information Services Division, Federal Bureau of Investigation, U.S. Department of Justice. See:

https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center

5.3.3. The LE-RMS will be deployed to desktops and mobile computers for each of the County LEAs. Additionally, it will be installed on mobile devices for at least MCPD.

5.3.4. Attachment D LE-RMS Requirements contain all requirements across five tabs, each tab corresponding to a Category. These requirements are further broken out into subcategories. The categories and subcategories are listed in the table below.

<table>
<thead>
<tr>
<th>LE-RMS Requirements</th>
<th>Subcategory</th>
<th>Number of Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Functional Requirements</strong></td>
<td>A. Connectivity</td>
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<tr>
<td></td>
<td>B. Intuitive Interface and General Ease of Use.</td>
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<td></td>
<td>C. Report Routing</td>
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<td></td>
<td>D. NIBRS &amp; MD UCR Reporting</td>
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<td></td>
<td>E. Statistical Reporting and Crime Analysis</td>
<td>18</td>
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<td></td>
<td>F. Master Indices</td>
<td>6</td>
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<td>G. Arrest Reports</td>
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<td></td>
<td>H. Citations</td>
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<tr>
<td></td>
<td>I. Traffic Accidents</td>
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<td></td>
<td>J. Investigative Case Management</td>
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<td></td>
<td>K. Field Interviews</td>
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<td>L. Warrants</td>
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<td>M. Civil Process</td>
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<td>1</td>
<td>N. Victim Advocacy and Family Justice</td>
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<td>1</td>
<td>O. Personnel and Department Information</td>
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<td>1</td>
<td>P. Activity Reporting</td>
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<td>1</td>
<td>Q. Equipment and Asset Management</td>
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<td>1</td>
<td>R. Expungement and Sealing</td>
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<td>1</td>
<td>S. Discovery</td>
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<tr>
<td>1</td>
<td>T. Output Forms</td>
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<td>1</td>
<td>U. Online Citizen Reporting</td>
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<tr>
<td>1</td>
<td>V. Property and Evidence</td>
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2. Methodology, Training and Testing

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<td>B. Acceptance Testing</td>
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<td>C. Data Migration</td>
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<td>D. Interface Testing</td>
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<td>E. Internal Testing for New Releases and Upgrades</td>
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<td>2</td>
<td>F. County Testing for New Releases and Upgrades</td>
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<td>2</td>
<td>G. System Installation and Deployment</td>
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<td>H. Training</td>
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3. Maintenance and Support

(No subcategories) | 8

4. Interfaces

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<td>A. General Interface Capabilities</td>
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<td>B. Specific Interfaces</td>
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5. Technical Requirements

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<td>B. Hosting</td>
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<td>5</td>
<td>C. Data Migration Tools</td>
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<td>D. Active Directory Integration</td>
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<td>5</td>
<td>E. Database</td>
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<td>5</td>
<td>F. Operating Systems and Number of Environments</td>
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<td>5</td>
<td>G. Location Data Validation</td>
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<td>5</td>
<td>H. Infrastructure, Hardware and Bandwidth Specifications</td>
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<tr>
<td>5</td>
<td>I. System Reliability</td>
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</table>

5.4. Contractor’s Qualifications

Offerors must update and resubmit their qualifications to ensure that all information is current. Please refer to the following forms in Attachment A.
Form 1.1 Offeror’s Personnel
Form 1.2 Offeror’s References and Installation History
Form 1.3 Offeror Questionnaire

These forms are similar but NOT identical to those contained in the REOI.

5.5. Contractor’s Responsibility

5.5.1. Project Management

5.5.1.1 The Contractor is responsible for providing a full-time project manager whose sole responsibility is the County’s RMS project. The project manager is expected to be on-site throughout the project. After it has been determined the project is on track to meet the go-live date, the Contractor may request he/she work off-site part-time. Permission to work off-site will be granted at the discretion of the County’s project manager.

5.5.1.1. The Contractor’s project manager will work closely with the County’s project manager to coordinate all work to be conducted on-site in the County as well as all deliverables to be reviewed by the County.

5.5.1.2 The Contractor is responsible for providing a project implementation plan and schedule. The project implementation plan must describe the project phases, tasks, and deliverables for the project. It must identify interdependencies and resources for each task and deliverable as well as key dates and assumptions.

5.5.1.2. The Contractor’s project manager is responsible for providing updated project implementation plans, schedules, and weekly status reports.

5.5.1.3. Status reports will include updates of all major deliverables, work completed the previous week, work to be completed the following week, issues (description, date identified, assigned individuals and date to be resolved), outstanding risks, mitigation strategies and responsible individuals.

5.5.1.4. The Contractor’s project manager must attend and be ready to lead weekly status meetings with County’s project manager.

5.5.2. Issue Resolution

5.5.2.1. Contractor is responsible for following the approach to issue resolution identified and agreed to in the contract. This approach will include escalation procedures. Contractor is encouraged to address its approach when discussing project methodology in its proposal.

5.5.3. Change Control

5.5.3.1. Contractor is responsible for following the approach to project change control (i.e. change in requirements necessitating amendments to the contract) as identified and agreed to in the contract.

5.5.4. Project Kick-Off Meeting

5.5.4.1. The Contractor is responsible for preparing a presentation and facilitating a project kick-off meeting in which it will provide an overview of the project for the LE-RMS Project Steering Committee.
5.5.5. LE-RMS Project Steering Committee Meetings

5.5.5.1. Contractor is responsible for attending all LE-RMS Project Steering Committee meetings and presenting project status and issues to the Steering Committee on a monthly or as-needed basis.

5.5.6. Equipment

5.5.6.1. Contractor is responsible for providing all software and equipment required for its employees and/or subcontractors to implement the LE-RMS system.

5.5.7. Documentation

5.5.7.1. The Contractor must produce standard forms of documentation, acceptable to the County, during the life of the project. A complete list of anticipated documentation is in Section 5.7 Reports/Deliverables. All project documentation will require formal review and acceptance by the County per the documentation deliverable acceptance process. Documentation must always be specific to Montgomery County’s product implementation unless otherwise specified. The documents must be updated as the project progresses. The content, delivery and format of all deliverables must be approved by the County.

5.5.7.2. The Contractor’s documentation must be comprehensive, well structured, and indexed for easy reference and must always be in a file format/structure approved by the County. The Contractor grants the County the right, at no additional cost, to make derivative works, update, modify, copy, or otherwise reproduce the documentation furnished pursuant to this section.

5.5.7.3. The Contractor must also provide all deliverable documentation by electronic means via email or by physical means, such as a USB Flash drive or other agreed upon file format. Emailed copies require County acknowledgement of receipt, while physical copies require the Contractor to provide three (3) copies. If the Contractor maintains its documentation on a website, the Contractor may fulfill its obligations set forth in this section by providing access to each County LEA as requested by the County to its web-based documentation.

5.5.8. Contract

5.5.8.1. The Awardee will be expected to enter into a contract with the County that will provide configuration, installation and other services as necessary to support the LE-RMS system and interfaces. In addition, the contract must also be the vehicle through which maintenance and system support services can be acquired by the County.

5.5.8.2. The Contractor must work closely with and actively engage County personnel during the project for knowledge transfer purposes. In addition, the Contractor will be expected to act in good faith by adhering to project management institute (PMI) industry standard project management practices as well as industry accepted software development life cycle practices.

5.5.8.3. In the contract, consistent with the requirements set forth in this RFP, the County will require performance guarantees for system availability, response time, capacity, and more specific detailed production system acceptance criteria.

5.5.9. Production Acceptance

5.5.9.1. The County will have twenty (20) business days after Contractor’s delivery of the System, or such other longer period as may be mutually agreed upon (the “Test Period”), to test the System. If, at the conclusion of the Test Period, the System satisfies the County’s
requirements as articulated in the RFP; the County will notify Contractor in writing of the County’s acceptance of the System for use in production.

5.5.9.2. If the System fails to satisfy the County’s requirements as articulated in the RFP, the County will provide the Contractor, in writing, with a list of defects. Within ten (10) business days of receipt of the list of defects, or such other period as may be mutually agreed upon (the “Fix Period”), the Contractor must correct such defects at its own expense, and then notify the County in writing of the availability of the revised System for re-testing by the County.

5.5.9.3. The County will then have ten (10) business days, or such other period as may be mutually agreed upon (the “Regression Test Period”), to re-test the revised System to verify whether it satisfies the County’s requirements as articulated in the RFP. If, at the conclusion of the Regression Test Period, the System satisfies the County’s requirements as articulated in the RFP, the acceptance criteria (as defined in the County’s requirements as articulated in the RFP), the County will notify Contractor in writing of the County’s acceptance of the System.

5.5.9.4. If, at the conclusion of the Regression Test Period, the System fails to satisfy the County’s requirements as articulated in the RFP, the County will provide Contractor with a written list of defects for correction, and another Fix Period will commence followed by another Regression Test Period.

5.5.9.5. This iterative cycle of testing and correcting will continue until the System satisfies the County’s requirements as articulated in the RFP, or until such time as the County determines that Contractor is either not willing or not able to deliver a product that satisfies the County’s requirements as articulated in the RFP.

5.5.9.6. The County will use the following severity levels to quantify the level of quality for the LE-RMS. The County’s decision on level of severity assigned to any unresolved defect is final.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Description</th>
<th>Example(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Critical</td>
<td>Critical system defects are defined as: 1) loss/corruption of data; 2) loss of productive system and/or sub-system use; 3) compromise the system’s and/or sub-system’s primary purpose; 4) productive use is significantly impacted; or 5) any security concern unless reclassified by the County. A procedural workaround is not available, or the County does not accept the procedural workaround proposed.</td>
<td>Unable to submit an incident report. Cannot generate a validated NIBRS report. Impeding performance degradation of the system. Data is entered and subsequently lost.</td>
</tr>
<tr>
<td>2-Moderate</td>
<td>Defects that have impact on the County resulting in making it difficult to use the system or sub-system. A procedural workaround deemed temporarily acceptable by the County is readily and immediately available.</td>
<td>Intermittent issue that impacts lower priority business process</td>
</tr>
</tbody>
</table>
3-Minor | Defects that minimally impact the availability of performance of the system or sub-system | Help file documentation errors
---|---|---
| and do not materially impact the County users from utilizing the system. | Source data integrity issues

5.5.9.7. In order for the System to successfully pass Production Acceptance Testing, the System must not exceed the following number of unresolved defects:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Critical</td>
<td>0</td>
</tr>
<tr>
<td>2-Moderate</td>
<td>5</td>
</tr>
<tr>
<td>3-Minor</td>
<td>10</td>
</tr>
</tbody>
</table>

5.5.9.8. Any items that do not function as defined in the Contractor’s system documentation will be classified as a defect collectively in one of the severity level categories.

5.5.9.9. After the System is accepted in writing, the Contractor must commit to issue resolution in a timely manner as defined in the Maintenance and System Support Service Level Agreement.

5.5.9.10. The County also will require all system releases be on the Contractor’s main stay COTS product such that the County may utilize future maintenance releases published by the Contractor without paying any specialized subscription fees.

5.5.9.11. The decision for system cutover to the Contractor’s LE-RMS system will be made by the County.

5.5.10. Post Production Acceptance

5.5.10.1. While there will be multiple system acceptance checkpoints throughout the project, the Post Production Acceptance will not occur until the new system meets all of the following conditions:

5.5.10.2. Greater than 90 calendar days since last unscheduled core system outage, and

5.5.10.3. Greater than 30 calendar days since any core system modification (software, table etc.) and

5.5.10.4. System does not exceed the number of unresolved defects as referenced in the Production Acceptance section.

5.5.11. Warranty

All equipment, software and workmanship must be under warranty for a minimum of one year from the date of Post Production Acceptance (Section 5.5.10). The warranty must require the Contractor to be responsible for all costs of parts, labor including any professional services, field service, and pickup and delivery related to repairs or corrections during the warranty period. There is to be no cost to the County beyond those identified in the resultant contract. The Warranty will cover the entire System to include interfaces.

If, during the one-year warranty period, the County identifies any software defects, the Contractor must respond to the notice of the Incidents/Errors/Defects as outlined in Section 5.5.13, Maintenance and System Support Service Level Agreement. The same service levels detailed in Section 5.5.13 must remain in place after the warranty period concludes and during maintenance and support services should the County contract such services with the Contractor. If, during the warranty period, the system is unavailable or there are any Level 1 Critical Errors, the one-year warranty period will reset from the date of the resolution of the error.
5.5.12. Maintenance and System Support Service Level Agreement

5.5.12.1. Maintenance and System Support Service Level Agreement (SLA) refers to the maintenance and support of the System in exchange for an annual subscription fee.

5.5.12.2. The Contractor must provide System maintenance and support services for the SaaS LE-RMS version in use by the County at the conclusion of the 1-year warranty period. At the County’s sole discretion, the County will issue a Task Order Request for Maintenance and System Support Services at or near the conclusion of the warranty period. Once a Task Order Proposal for Maintenance and System Support Services has been accepted, the County will be billed on a year to year basis once the warranty period terminates. The Contractor must continue to support whatever version of SaaS LE-RMS the County continues to use. Contractor must provide the County with regular version updates of the SaaS LE-RMS as part of the maintenance and support services, at no additional cost to the County. Such updates shall address defects and when available will include new features and enhancements. The Contractor must provide updated documentation to reflect updates as no additional cost to the County. The Contractor must continue to maintain networking, infrastructure and all other components of the SaaS as required for optimal system performance of each new release.

5.5.12.3. Subscription fee to the Contractor must be properly identified in the contract and must be based upon fixed unit prices. If the Contractor has an annual user conference, Subscription fee quoted to the County must include three admissions to the conference each year that software maintenance is purchased.

5.5.12.4. Changes to the SLA: Any changes to the SLA require at least ninety (90) days’ notice by the Contractor. In no event, will any changes result in material diminution of service to the Customer or decrease Contractor’s security practices.

5.5.12.5. In the event there is a material diminution of service to the County to include a reduction in software features and functionality, changes to the SLA or software availability, the County reserves the right to terminate without penalty.

5.5.12.6. Upgrades and Patches: Acceptance of new versions or specific patches and features will be installed at the option of the County and on a schedule to be agreed to by the County. In the event that County does not accept a new version, Contractor agrees to continue supporting the version on which the County operates.

5.5.12.7. Contractor must provide support twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days a year.

5.5.12.8. System Availability
The system must have 99.99% availability. System availability includes maintenance for downtime. The maximum availability per year is considered to be 8,760 hours. This up-time is calculated as follows: 24 hours x 365 days = 8,760 hours. In order to meet the annual up-time requirement of 99.99%, the system must not be unavailable for a total period of more than 52.56 minutes per year.

5.5.12.9. Support Services and Response Times

5.5.12.9.1. The Contractor must provide 24-hour, 7 day a week support services. The Contractor must commit to response and resolution times based upon the severity level of the reported defect.
5.5.12.9.2. The County defines response times as the time it takes the Contractor to initially respond to the County after the incidents/errors/defects have been reported. The County defines resolution times as the time it takes the Contractor to provide a good faith resolution to the incidents/errors/defects.

5.5.12.9.3. Incidents Errors, and Defects: The Count categorizes incidents, errors, and defects in the table below by Severity Level and expected response time.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Response Time</th>
<th>Level of Response</th>
<th>Failure to Correct in Timely Manner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity Level 1 – Critical Incidents/Errors/Defects</td>
<td>30 minutes</td>
<td>Contractor resource(s) working issue continuously 24/7 until resolved.</td>
<td>Each 24 hours unresolved, reduce annual subscription fee by 3%</td>
</tr>
<tr>
<td>Severity Level 2 – Moderate Incidents/Errors/Defects</td>
<td>4 hours</td>
<td>Contractor resource(s) working issue continuously during business hours until resolved.</td>
<td>Each 10 calendar days unresolved, reduce annual subscription fee by 2%</td>
</tr>
<tr>
<td>Severity Level 3 – Minor Incidents/Errors/Defects</td>
<td>3 business days</td>
<td>Contractor resource(s) working issue as available.</td>
<td>Each 6 months unresolved, reduce subscription fee by 1%</td>
</tr>
<tr>
<td>General Questions (i.e. email correspondence, voicemail)</td>
<td>3 business days unless flagged as critical by the County, in which case 1 business day</td>
<td>7 business days unless otherwise specified by the County.</td>
<td></td>
</tr>
</tbody>
</table>

5.6. County’s Responsibility

5.6.1. Project Management

5.6.1.1. The County is responsible for providing a project manager to coordinate and schedule County resources for the implementation of the LE-RMS.

5.6.2. Issue Resolution

5.6.2.1. The County is responsible for following the approach to issue resolution identified and agreed to in the resultant contract.

5.6.3. Change Control

5.6.3.1. The County is responsible for following the approach to change control identified and agreed to in the resultant contract. (i.e. Change in requirements necessitating an amendment to the contract).

5.6.4. Documentation

5.6.4.1. The County is responsible for providing all required documentation as reasonably requested, and if necessary, by the Contractor.

5.6.5. Workspace

5.6.5.1. The County will provide workspace for Contractor employees and subcontractors providing work on-site. Such workspace will include desks and/or tables, outlets, and internet access.

5.6.5.2. The County will provide meeting spaces for all on-site meetings, configuration, and training sessions.
5.6.6. Hardware, Software and Communications Infrastructure
5.6.6.1. The County will provide:
   5.6.6.1.1. Networking devices based on Offeror Specifications,
   5.6.6.1.2. Communications infrastructure including any that are necessary for in-vehicle data communications.

5.6.7. Timeliness
5.6.7.1. The County will provide timely responses, as needed.

5.7. Acceptance of Deliverables
5.7.1. With the exception of the LE-RMS software, each document or other deliverable produced by the Contractor for the project, will be accepted by the County in accordance with the following acceptance process. The LE-RMS software will be accepted in accordance with the Production Acceptance process described in Section 5.5.9

5.7.2. When the Contractor has completed a deliverable, it must notify the County in writing that the deliverable is ready for review and must provide the deliverable to the County.

5.7.3. Upon receipt of the deliverable, the County will conduct a review of the deliverable to verify whether it conforms to the applicable specifications and intent of the Deliverable. The County shall have ten (10) business days after receipt of the deliverable, or such other longer period as may be mutually agreed upon (the “Review Period”), to review the deliverable and provide the Contractor, in writing, with a list of material nonconformities. If the County does not notify the Contractor of any nonconformities within the Review Period, the County will deliver to Contractor written notification of the County’s acceptance of the deliverable upon conclusion of the Review Period.

5.7.4. If the County notifies the Contractor of any material nonconformity or nonconformities in the deliverable within the Review Period, the Contractor must correct such nonconformity or nonconformities at its own expense. The Contractor must notify the County in writing within ten (10) business days, or such other longer period as may be mutually agreed upon (the “Response Period”), of the availability of a revised deliverable and must provide the deliverable to the County.

5.7.5. This iterative cycle of review and correction will continue until the deliverable meets the County’s specifications, requirements and standards, or until such time as the County determines that the Contractor is either not willing or not able to deliver a product that meets the County’s specifications, requirements, and standards

5.8. Services and Deliverables.

The following is a list of all services and deliverables required by the County. The Offeror must describe and provide pricing for each service and deliverable. Pricing must be provided separately. Please refer to Attachment F for pricing guidelines. Each deliverable must meet the acceptance criteria as defined in Section 5.7. The LE-RMS software must meet Production Acceptance criteria.

5.8.1. Network Gap Analysis
5.8.1.1. The County requires the Contractor to perform a network gap analysis in order to identify any network deficiencies which may impede the County’s ability to obtain optimal response when utilizing the proposed LE-RMS. This analysis must indicate minimum, preferred, and optimal requirements and specifications for accessing the LE-RMS SaaS over the County’s network in light of current and projected network traffic.
5.8.2. **LE-RMS Software**

5.8.2.1. The County requires law enforcement records management software necessary to meet the requirements included in this RFP. The Offeror shall clearly identify all software offered to meet the requirements of this RFP including third party software offered by the Offeror. The Contractor will identify all software to be delivered to the County, the means of delivery, the licensing model to be used, and any limitations on use. It is the County’s intention to sign one contract with a successful offeror, and it is incumbent upon the successful offeror to ensure it has secured any rights needed to sublicense third party software to the County.

5.8.3. **LE-RMS Hardware**

The Contractor must submit a description of any hardware required to meet Maryland CJIS requirements for an on-premise server in order to access METERS/NCIC. As the County is requiring a SaaS system, no other hardware should be included in Offeror’s proposal.

5.8.4. **Configuration Management Plan**

5.8.4.1. The Contractor must submit a Configuration Management Plan. Configuration management is the practice of establishing and maintaining the integrity of products or systems by controlling and tracking changes over the life cycle of the product. Configuration items can include but are not limited to:

- **5.8.4.1.1. Requirements documents;**
- **5.8.4.1.2. Design document and interface description;**
- **5.8.4.1.3. System configurations;**
- **5.8.4.1.4. Forms and templates;**
- **5.8.4.1.5. Legal documents; and**
- **5.8.4.1.6. Any item of importance for the project.**

5.8.4.2. The Contractor must identify configuration items, establish a configuration management plan, create baselines, track change requests, control the configuration items, and establish configuration management records and reversion plans. Contractor must obtain approval from the County regarding the configuration items and the configuration management plan is subject to County approval which may be audited by the County throughout the project.

5.8.4.3. The Contractor must deliver to the County a fully functioning configuration management plan that can be used for any future software re-installation or upgrades.

5.8.5. **Project Schedule and Implementation Plan**

5.8.5.1. The project schedule and implementation plan must be delivered 30 days after the contract is signed and it must be approved by the County.

It must include all tasks, task durations, interdependencies, and resources necessary for each task. Each task cannot span more than 20 business days. The tasks and interdependencies in the project schedule must be thoroughly understood by both the Contractor’s project manager and the County’s project manager.

Specific tasks in the project schedule will not commence until they are included in project schedule and accepted by the County’s project manager.

Subcontractor tasks must be identified as such and included in the project schedule. The Contractor must hold its subcontractors accountable to the dates in the project schedule.

The Contractor must baseline the schedule once it is agreed to by the County, track all variances to the baseline, and document reasons for delays.
The schedule must be updated weekly and distributed prior to the project status meeting with the Contractor and County.

The Contractor must provide the County with a risk assessment report, updated monthly. The risk assessment will list all tasks in the critical path of the project schedule that may cause a delay of the go-live date. The assessment will include mitigation plans for each risk.

5.8.6. Traceability Matrix
5.8.6.1. The Contractor must develop a traceability matrix based on deliverables and requirements in the resultant contract. This matrix must be approved by the County prior to System Acceptance. It will be used jointly by the Contractor and the County to ensure that all requirements have been met per the contract.

5.8.7. Disaster Recovery (DR) Plan
5.8.7.1. The Contractor must submit a DR Plan which explains how the County will be notified of a Disaster at the hosting facility. This plan must indicate how quickly system operations are expected to resume including availability of interfaces. The plan must include recovery time objective and recovery point objective. The plan should indicate any steps the County will need to take in order to resume normal operations.
5.8.7.2. Contractor must provide a means of periodically verifying that data is backed up based upon the recovery point objective and that the disaster recovery system will become operational within the recovery time objective. The Contractor’s disaster recovery system must be hosted at a physically separate location in the continental United States.

5.8.8. Design Document
5.8.8.1. The Contractor must submit a Design Document. The Design Document must outline the technical design of the system. It must detail the process by which the requirements are translated into a representation of software components, interfaces, and data necessary including any and all customizations required to meet the County’s requirements. The Design Document must show how the software/system will be structured to satisfy the requirements and thus include such items as application architecture, topology diagrams, configuration changes, customizations, data architecture, and interfacedesign/structure.

5.8.9. Database Schema
5.8.9.1. The Contractor must provide a Database Schema. The Database Schema is the database structure described in the formal database language. It must define the tables, field relationships, views, indexes, packages, procedures, functions, queues, triggers, types, sequences, materialized views, synonyms, database links, directories, Java, XML schemas, and other integrity relationships.

5.8.10. Interface Specification Document (ISD) for each Interface
5.8.10.1. The Contractor must submit an Interface Specification Documents ("ISD"). The ISD must define the means by which different components of the system interact with one another. It must define the syntax, protocols, exception processing, service levels, and system logging including any specified parameters.

5.8.11. Test Plan
The Contractor must submit a Test Plan. The Test Plan must document the strategy that will be used to verify and ensure the system meets its design specifications and other requirements. It must primarily address test coverage, methods, and responsibilities. In doing so, it equally addresses items such as: pass/fail criteria, environment needs, staffing needs, schedule, risks, and contingencies for each of the scheduled structured tests (i.e. unit
test, system test, user acceptance test, performance testing).

5.8.11. In addition, the Contractor is required to work closely with the County to develop and execute various crisis, contingency, and system failover (disaster recovery) scenarios for testing purposes.

5.8.12. Training Plan

5.8.12.1. The Contractor must submit a Training Plan. The Training Plan must detail the strategy that will be used to train the County on the software product/system. It must include instructional analysis items, which take into consideration items such as: needs/skills analysis, adoption, and development approach/materials. It must also include instructional methods and resources which take into consideration: training methodology, training environment needs, resource/facility needs, schedules, evaluation, and addressing any ongoing refresher training needs.

5.8.12.2. In addition, the Contractor must work closely with the County to develop various crisis, and contingency scenarios for training purposes.

5.8.12.3. The County Plans to follow a “train the trainer” approach for end user training, in which the Contractor must develop the training materials, then train the County LEA trainers, and thereafter, work closely with the County LEA trainers. The County LEA trainers will then be responsible for delivering training to the end users.

5.8.12.4. The County anticipates that the System Administration training will be delivered directly from the Contractor to the County LEA System Administrator(s) unless the Contractor proposes a better alternative as determined in the sole discretion of the County.

5.8.13. Training Manuals

5.8.13.1. The Contractor must provide hard copy Training Manuals for all employees to be trained. The Training Manuals must account for all aspects of the system. Since a “train the trainer” approach will be used for end-user training, the County may choose to further supplement and/or modify delivered training materials to include a Report Writing Guide. Offerors should propose services to assist the County in developing these materials.

5.8.13.2. The Contractor is responsible for supplying electronic and hard copies of Training Manuals to all trainees.

5.8.14. System Cutover Plan

5.8.14.1. The Contractor must submit a System Cutover Plan. The System Cutover Plan must detail three main areas: 1) any and all preparation items necessary for the cutover from the existing system to the new System, 2) the steps necessary to execute the cutover, and 3) the roll-back process, procedures, and considerations. For all aspects, the Plan must take into consideration: decision points, performance checking, activities, and responsibilities.

5.8.14.2. Unless otherwise requested by the County, the Contractor must provide on-site support during and after all cutovers to the new System including maintenance releases until system stabilization.

5.8.15. System Administration Manuals

5.8.15.1. The Contractor must supply three copies of System Administration Manuals. The System Administration Manuals must detail the maintenance, troubleshooting and system monitoring procedures required for optimal LE-RMS system operations. The System Administration Manuals must be specific to the County’s implementation of the Contractor’s product and address the County’s specific configuration. The County may choose to further supplement delivered training materials.
5.8.16. Itemized List of Custom Software Development if applicable based on requirements.

5.8.16.1. Offeror will identify any proposed custom software to be delivered.

5.8.17. LE-RMS Data Conversion Services and Data Conversion Plan

5.8.17.1. The County requires data conversion and migration from eJustice into the replacement LE-RMS. The County also requires data migration from MorphoTrak as a means of populating the Master Name Index with accurate information.

5.8.17.2. The Contractor must submit a Data Conversion Plan. The Data Conversion Plan must describe the strategy, preparation, and specifications for converting data from the source system(s) to the target system(s) or within an existing system (when applicable). The Data Conversion Plan must describe the overall approach, assumptions, responsibilities, and processes that will be used in the data conversion. It must include an inventory and cross reference of source and target data elements, schema, metadata, and all self-describing files (such as or including, process for data extraction, transformation and loading for each data source, tools needed to execute the conversion, and strategy for data quality assurance and control).

5.8.17.3. The County will work with the Contractor during the data conversion/migration for the purpose of performing all data extraction from the source systems as identified in the plan. The Contractor must successfully migrate extracted data into its System. The County anticipates that multiple data migrations by Contractor will be required as the project progresses towards completion (e.g. testing phases, deployment phase).

5.8.18. LE-RMS System Interface Services

5.8.18.1. Motorola Premier One CAD
5.8.18.2. LINX by Northrup Grumman owned by NCIS (regional information system)
5.8.18.3. CAPWIN by University of Maryland (regional information system)
5.8.18.4. CRIMS (Arrest and Booking System)
5.8.18.5. MorphoTrak (AFIS and Mugshot System)
5.8.18.6. QueTel Property and Evidence System
5.8.18.7. JustWare (State’s Attorneys Office Case Management System)
5.8.18.8. Odyssey by Tyler Technologies (Court Case Management System)
5.8.18.9. Evidence.com by Axon (Body worn camera, Interview room camera and In-Car camera video)
5.8.18.10. Import of Delta eTix data
5.8.18.11. Import of ACRS data (State Crash Reporting System – data will be imported from MCPD SQL database storing the data)
5.8.18.12. Import of Field Interview from DeltaPlus
5.8.18.13. Query of Jail Management System (JMS) before serving warrants
5.8.18.14. METERS/NCIC
5.8.18.15. Active Directory
5.8.18.16. Optional Unknown Interfaces as requested by County.

5.8.19. Implementation Services

5.8.19.1. Implementation Services will include project management and configuration services required to coordinate project activities and configure the system to meet the needs of Montgomery County.

5.8.20. LE-RMS Training Services

5.8.20.1. Training Services will include System Administrator training, Database Administrator training, Records Training, Civil Process Training, and Train the Trainer training which should cover end user training for patrol, investigations, and command staff.

5.8.21. Maintenance and System Support Services
5.8.21.1. The County requires ongoing Maintenance and System Support Services and support for the LE-RMS and expects these services to be included in any annual subscription fee.

5.8.22. Optional Services
5.8.22.1. The County would like to receive a list of optional services and deliverables. These may include property and evidence module and implementation services, refresher training and any other offerings the Offeror deems appropriate within the general scope of the RFP.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The initial term of the Contract begins on the date of signature by the Director, Office of Procurement and ends at the conclusion of the (1) year warranty period or re-set warranty period following System Acceptance. Contractor must perform all work in accordance with the periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her option may (but is not required to) renew the term. The Contractor’s satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term nine (9) time(s) for one (1) year each, subject to fiscal appropriation.

6.2 PRICE ADJUSTMENTS

Fully burdened hourly rates and optional prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment after this two-year period is subject to the following:

6.2.1. Approval or rejection by the Director, Office of Procurement, or designee
6.2.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor’s request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor’s request is based on its net increase in costs in delivering the goods/services under the contract.
6.2.3. Submission within sixty (60) days prior to contract expiration date if the contract is being amended.
6.2.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
6.2.5. The County will approve only one price adjustment for each contract term if a price adjustment is approved.
6.2.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.

7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES
7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section 7.1.9. a Vendor Interviews/Demonstrations will be conducted with each Offeror in accordance with the evaluation criteria listed below under Section 7.1.9. b. The QSC will also review an offeror for responsibility.