# PROFESSIONAL SERVICES AGREEMENT BETWEEN CHAMPAIGN COUNTY

#### **AND**

#### BERRY, DUNN, MCNEIL & PARKER, LLC dba BERRYDUNN

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into between Champaign County, a County of the State of Illinois, with an office located at the Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802 (hereinafter the "COUNTY"), and Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, with an office located at 2211 Congress Street, Portland, ME 04102 (hereinafter the "CONSULTANT"). The COUNTY and CONSULTANT are sometimes referred to in this Agreement as the "parties" and each, individually, as a "party."

The CONSULTANT hereby agrees with the COUNTY, for the consideration named herein, to perform the services stipulated in this Agreement.

#### 1. CONSULTANT'S SERVICES

A. The CONSULTANT, on behalf of the COUNTY, will perform and carry out in a professional manner the components essential to provide Case Management Consultant Services.

- B. The Scope of Work will be defined by the COUNTY'S Request for Qualifications No. RFQ 2023-003, as amended June 7, 2023; CONSULTANT'S Proposal dated June 28, 2023; CONSULTANT'S letter regarding the estimated costs for Phases 5-7 dated July 14, 2023; and the parties' August 1-2, 2023, email chain regarding the final agreed upon deliverables and costs. These documents are attached hereto as Exhibits A through D, respectively, and are incorporated herein by reference.
- C. The COUNTY will pay CONSULTANT for its services pursuant to the Deliverables and Cost Table contained in Exhibit D attached hereto, for a total cost, including the Phase 2 value-add services of \$177,850.

#### 2. THE COUNTY WILL PROVIDE

- Access to pertinent information and available data requested by the CONSULTANT.
- B. Any assumptions that are necessary to the work to be performed by CONSULTANT.
- C. Attendance and participation at all scheduled meetings and work sessions.
- D. Timely review of draft and preliminary materials submitted by the CONSULTANT.

#### 3. DOCUMENTS

All documents and services provided by the CONSULTANT pursuant to this Agreement are

instruments of service with respect to this project. Upon receipt of payment for these services, the CONSULTANT'S documents and material developed by the CONSULTANT under this Agreement are the property of the COUNTY. The COUNTY has the right to re-use these documents and computer software on extensions of the project or for other projects; provided that such re-use will be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT.

#### 4. <u>NONDISCLOSURE OF PROPRIETARY INFORMATION</u>

The CONSULTANT will consider all information provided by the COUNTY and all reports, studies, and other documents resulting from the CONSULTANT'S performance of these services to be proprietary unless such information is available from public sources. The CONSULTANT will not publish or disclose proprietary information for any purpose other than the performance of the services under this Agreement without the prior written authorization of the COUNTY or in response to legal process. The CONSULTANT will maintain all originals in the CONSULTANT'S files for a period of not less than three (3) years from the date CONSULTANT completes these services and will provide the COUNTY access to and the right to examine and copy information contained in the files pertaining to the services. In the event of legal process, the rights of access, examination, and copying hereunder will continue until the conclusion of any litigation, appeals, claims, arbitration, or other legal process. In the event of a Freedom Of Information Act (FOIA) request, 5 ILCS 140/7(2), CONSULTANT will promptly assist the COUNTY with searching for and providing records in CONSULTANT'S possession related to the request.

#### 5. CHANGES AND ADDITIONS

CONSULTANT will notify the COUNTY in writing of any recommended or necessary modifications or additions to the Scope of Work contemplated under this Agreement. Compensation for all changes or additions in the Scope of Work must be negotiated and approved by the parties in writing.

#### 6. ADDITIONAL SERVICES

The COUNTY may request additional services associated with this project that are outside of the Scope of Work contemplated under this Agreement. If CONSULTANT agrees to any such request, compensation for these additional services will be based on CONSULTANT'S current billing rates plus reasonable travel expenses. The parties will approve the scope, number of hours, and fee schedule for such services in writing before CONSULTANT begins any additional work.

#### 7. NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement must be in writing and will be deemed properly made if personally delivered or deposited in the United States mail, postage prepaid, to the representative specified below, and/or sent to the email address(es) that the parties have routinely used to communicate with each other during the term of this Agreement. Provided, however, that any notice of suspension or termination pursuant to Section 10 of this Agreement must be sent by United States certified mail, postage prepaid, return receipt

requested and will not become effective until the date of receipt. Nothing in this paragraph is intended to restrict the transmission of routine communications between the parties' representatives.

- B. The name and mailing address of COUNTY'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Lori Hansen, Court Administrator, Champaign County, 101 East Main Street, Urbana, IL 61801.
- C. The name and mailing address of CONSULTANT'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Doug Rowe, Principal, Berry, Dunn, McNeil & Parker, LLC, 2211 Congress Street, Portland, ME 04102.

#### 8. MANNER OF PAYMENT

A. The CONSULTANT will furnish the COUNTY with timely progress invoices each month for services rendered to date for each project phase. The terms of payment will be net thirty (30) days.

- B. The CONSULTANT may assess late payment charges at the rate of one percent (1.0%) per month for any past due payments, in a manner consistent with and limited by the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, and any other applicable law.
- C. If any invoice is the subject of a legitimate dispute between the parties, no late payment charges will apply to any amounts not paid by the COUNTY because of said dispute; and COUNTY will pay all amounts not reasonably deemed to be included in the dispute.

#### 9. FORCE MAJEURE

CONSULTANT will use commercially reasonable efforts to complete all services contemplated under this Agreement. However, neither party will be liable to the other party for any failure to perform, or delay in performance of, any obligation under this Agreement to the extent such failure or delay has been wholly or principally caused by acts or events beyond CONSULTANT'S reasonable control rendering performance illegal or impossible. As used in this section, "force majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases, or the inability, due to the aforesaid causes, to obtain necessary labor, material, or facilities.

#### 10. TERMINATION OR SUSPENSION OF CONTRACT

A. Either party may terminate this Agreement upon written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party; provided, however, that the terminating party has first given the other party written notice of the reason for such termination and the other party has failed to cure or rectify the issue or matter within fifteen (15) days of receipt of such notice.

B. In the event the COUNTY terminates the CONSULTANT'S services as permitted under Section 10.A of this Agreement, the COUNTY will pay the CONSULTANT for all services performed to the effective date of termination. The CONSULTANT will be entitled to receive only the fair value

of services rendered and direct out of pocket expenses incurred hereunder prior to the effective date of such termination. Upon restart of a project previously terminated, equitable adjustment may be made to compensation for remobilization of the project.

#### 11. ASSIGNMENT

Neither party will assign or transfer their rights or obligations in this Agreement without the written consent of the other party, and such consent will not be unreasonably withheld.

#### 12. <u>INSURANCE</u>

The CONSULTANT will purchase and maintain insurance that will cover all CONSULTANT'S employees while performing the services contemplated under this Agreement and any work incidental to the performance of this Agreement. CONSULTANT shall provide evidence of sufficient insurance for General Liability, Employer's Liability, Errors and Omissions Insurance, and Workers' Compensation Insurance, as specified by the insurance requirements attached as Appendix A of Exhibit A of this Agreement, with the exception that the COUNTY will be listed as a certificate holder on both the Workers' Compensation Insurance and Errors and Omissions Insurance rather than an additional insured.

#### 13. <u>ETHICS IN PUBLIC CONTRACTING</u>

The CONSULTANT certifies that its proposal was made without collusion or fraud and that CONSULTANT has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with CONSULTANT'S proposal; that CONSULTANT has not conferred with any public employee having official responsibility for this procurement transaction; and that CONSULTANT has not received any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, in connection with this proposal or procurement transaction, unless consideration of substantially equal or greater value was exchanged.

#### 14. EQUAL OPPORUNITY & NON-DISCRIMINATION

The CONSULTANT will comply with the Equal Opportunity Affirmative Action and Fair Employment Practices regulations of the State of Illinois and federal government.

The CONSULTANT will comply with the Civil Rights Act of 1964, as amended, applicable State and federal non-discrimination laws included but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Illinois Human Rights Act.

#### 15. <u>INDEMNIFICATION</u>

CONSULTANT shall indemnify the COUNTY, agents, servants, employees and all elected officials of the COUNTY, and shall defend, save and hold the Indemnitees harmless from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the

investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to any property (including, but not limited to, property of the CONSULTANT) caused by the negligent acts or omissions of the CONSULTANT, any subcontractor of CONSULTANT or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the negligence of the County, its elected officials, officers, employees and agents. The obligations of the CONSULTANT described in this paragraph shall not be construed to negate, abridge or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the COUNTY or any of their servants, agents or employees, and elected officials by any employee of the CONSULTANT, any subcontractor of CONSULTANT, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for CONSULTANT or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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#### 16. SEVERABILITY

If any part, term, or provision of this Agreement is found by a Court to be legally invalid or unenforceable, then such provision or portion thereof will be performed in accordance with applicable laws to the extent possible. The invalidity or unenforceability of any provision or portion of this Agreement or any contract document related to this Agreement will not affect the validity of any other provision or portion of this Agreement or any related contract document.

#### 17. AGREEMENT CONSTRUED UNDER ILLINOIS LAWS

The Agreement is deemed to be executed and performed in the State of Illinois and will be construed in accordance with the laws of the State of Illinois.

#### 18. <u>CONFLICT OF TERMS</u>

If there is a conflict, discrepancy, or inconsistency between the language in this Agreement and the language in the COUNTY'S Request for Qualifications, the CONSULTANT'S Proposal, or any other document or exhibit attached as an exhibit to this Agreement, the language in this Agreement will control.

#### 19. ENTIRE UNDERSTANDING

This Agreement comprises the entire understanding between the parties and cannot be modified, altered, or amended, except in writing and signed by the parties.

#### 20. <u>TERM</u>

The term of this Agreement will be from the date of execution through May 31, 2024, unless it is

terminated earlier by either party pursuant to Section 10 of this Agreement. The term of this Agreement may be extended upon the mutual consent of both parties in writing.

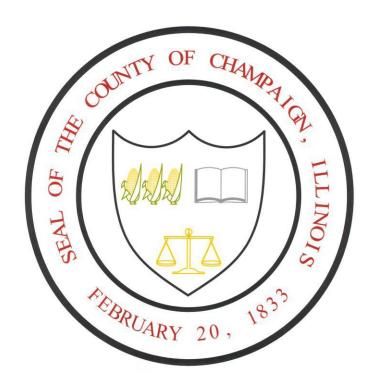
By signing below, each party executes this Agreement as of the date written below and agrees to all the terms and conditions contained herein.

Champaign County	Berry, Dunn, McNeil & Parker, LLC dba BerryDunn
By:	By:
Name: Steve Summers	Name: Doug Rowe
Title: County Executive	Title: Principal
Date:	Date:
ATTEST:Aaron Ammons County Clerk and Ex-Officio Clerk of the County Board	

**EXHIBIT A** 

# AMENDED June 7, 2023

# Request for Qualifications



Case Management System Consultant

RFQ 2023-003

Issued Date: May 19, 2023

Sealed Proposal Due Date: June 28, 2023 – 12:00 noon CDT

# REQUEST FOR QUALIFICATIONS (RFQ 2023-003) Case Management System Consultant

The County of Champaign invites you to submit proposals in accordance with the general requirements and proposal format as documented within this Request for Qualifications ("RFQ"). Carefully read the attached information and follow the procedures as outlined to be considered for evaluation and selection.

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#### **EXECUTIVE SUMMARY**

The County of Champaign, a body corporate and politic, hereinafter "County" will accept sealed proposals from qualified vendors and service providers, hereinafter "vendor," for consultation and advice related to the future direction of development for the County's integrated justice system. "System users" refers to all agencies within the physical boundaries of Champaign County that use the County's current integrated justice system.

Background: The County began consideration of an integrated justice system in 2001. The current system in use was implemented in 2009. Nearly 600 system users from many different agencies rely on the system, which was designed with a workflow tailored to each department and contains hundreds of thousands of images. The County is also in the process of adopting an e-citation system to integrate traffic tickets and reporting within our integrated justice system.

The Champaign County justice system maintains a case management component and an interface with the e-filing portal referred to as Odyssey E-File and Serve operated by Tyler Technologies (Plano, Texas).

Both the criminal and civil integrated justice systems include a financial component, for tracking assessments and payments through multiple stages of case processing between several departments. Additionally, both have reporting requirements to state agencies including the Administrative Office of the Illinois Courts, the Secretary of State, and the Illinois State Police, among others.

Because of its age, the County is in a position at this time to consider strategies to address the functionality and longevity of our existing system. We need to understand our options regarding replacement (e.g., purchase a commercial, off-the-shelf product; re-write a new system to the County's specifications; combine best-of-breed options; or a solution not here described).

A non-exhaustive list of components and issues for examination is contained in Appendix B.

The scope of this Request for Qualifications (RFQ) does not include the selection of a particular replacement product; rather, the County seeks an analysis and guidance regarding the recommended path for retention/replacement/re-development.

#### **INTRODUCTION**

The County of Champaign is issuing this Request for Qualifications to qualified firms and/or individuals interested in providing consulting services related to the future direction of the county's case management system used by the offices of the Circuit Court/Judiciary, Circuit Clerk, State's Attorney, Public Defender, and Probation and Court Services.

The purpose of this Request for Qualifications is to ascertain which consultant can best analyze the information technology needs of the justice-related departments, make recommendations tailored to those needs, and assist in the preparation of a Request for Proposals (RFP), if recommended. This RFQ does not include the selection of a vendor to replace the current case management system.

#### INSTRUCTIONS TO PROPOSERS

1. All proposals must be submitted to

Lori Hansen Court Administrator 101 E. Main Street Urbana, IL 61801

All questions regarding the proposal shall be directed in writing to (e-mail preferred)

Lori Hansen Court Administrator 101 E. Main Street Urbana, IL 61801 <a href="mailto:lhansen@co.champaign.il.us">lhansen@co.champaign.il.us</a>

- 2. All responses to this RFQ must be delivered in a sealed envelope clearly labeled "RFQ 2023 Court Case Management System Study" in accordance with the timeline listed below. One (1) original and three (3) hard copies of your response, and one (1) digital/electronic copy of your response to this RFQ must be submitted. Proposals arriving after the deadline will not be accepted.
- 3. Proposals should be prepared simply and economically, providing a straight-forward, concise description of provider capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- 4. An authorized representative of the firm must complete and sign the proposal.
- 5. All information submitted in a proposal, or in response to the RFQ, will be handled in accordance with applicable Illinois statutes, including but not limited to the Freedom of Information Act. Any proposed restrictions on the use of data contained within a proposal must be clearly stated at the top and bottom of each page of the proposal.
- 6. To the extent permitted by law, it is the intention of Champaign County to withhold the contents of the proposals from public view until such time as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Champaign County, presumably after final selection and award have been made. At that time, all proposals will be available for review in accordance with the Illinois Freedom of Information Act.
- 7. The Court Administrator will notify appropriate firms if the county wishes to interview them and will establish the timeline for those interviews. We may invite select consultants to participate in web-based demonstrations or in-person reviews to better understand the proposed solution, the organization, and the relevant experience of select respondents.
- 8. Failure to comply with any part of the RFQ may result in rejection of the proposal as non-responsive.

- 9. In submitting qualifications, it is understood by the undersigned that the right is reserved by the County of Champaign to accept any qualifications, to reject any and all qualifications, and to waive any irregularities or informalities which are in the best interests of the County of Champaign.
  - Proposer, and any and all subcontractors herein, shall not be affiliated with, have a financial interest in, or be a former employee, within the past 5 years of the date of this RFQ, of any proposed software solution vendor or software development team that may be proposed as a solution for this project.
- 10. Champaign County reserves the right to amend, modify, or cancel this RFQ at any time.

#### **MINIMUM QUALIFICATIONS**

The County encourages proposals from all firms with experience in the scope of work outlined in this RFQ. Please complete Appendix C and return with Proposal. Minimum qualifications include the following:

- Familiarity with court system information technology needs assessments, industry knowledge of justice-related case management systems, and prior experience working with court systems;
- Prior experience and success in conducting similar work with similar-sized clients; and
- Adequate resources, including personnel, facilities, equipment, financial stability, and other related factors.

#### **SELECTION CRITERIA**

Proposals from firms meeting this RFQ's minimum requirements are solicited. The County's selection team will screen all proposals and evaluate them on the criteria outlined below. Proposal evaluation criteria will include

- 1. Compliance with the RFQ minimum qualifications;
- 2. Expertise and composition of project team minority and female-owned businesses are encouraged to apply;
- 3. Demonstrated ability to provide services for a county the size of Champaign with similar scope of activities;
- 4. The accuracy of the firm's perception of the County's needs and the firm's method(s) for meeting those needs;

- 5. References for past work;
- 6. A fee proposal for providing the requested services;
- 7. The availability of other related support services;
- 8. Any other information provided that the County may deem valuable;

#### **TERMS AND CONDITIONS**

- 1. The County reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of a contract acceptable to the County. Final selection will be based on the proposal that best meets the requirements set forth in the RFQ and are in the best interest of Champaign County.
- 2. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 3. Champaign County reserves the right to enter into discussions and/or negotiations with one or more qualified bidders at the same time. Firms whose proposals are not accepted will be notified as soon as the awarded contract has been approved.
- 4. A vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or subcontract any portion of the awarded contract during the contract period without consent of the County.
- 5. Any proposal may be withdrawn up until the date and time set above for the opening of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the county the services set forth in the attached specifications, or until one or more of the proposals have been approved by the county, whichever occurs first.
- 6. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied or approved by the County and shall contain, as a minimum, all applicable provisions of the RFQ. The County reserves the right to reject any agreement that does not conform to the RFQ and any County requirements for agreements and contracts.

INDEMNIFICATION: Any agreement or contract approved by the County shall include indemnification terms containing the following or similar language: The Vendor shall indemnify the County, agents, servants, employees and all elected officials of the County, and shall defend, save and hold the Indemnitees harmless from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the

defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to any property (including, but not limited to, property of the Vendor) caused by the negligent acts or omissions of the Vendor, any subcontractor of Vendor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the sole negligence of the County, its elected officials, officers, employees and agents. The obligations of the Vendor described in this paragraph shall not be construed to negate, abridge or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County or any of their servants, agents or employees, and elected officials by any employee of the Vendor, any subcontractor of Vendor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Vendor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 7. The County shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the request for qualifications.
- 8. The successful proposer will be required to provide evidence of sufficient insurance for General Liability, Employer's Liability, and Errors and Omissions Insurance within five (5) working days following notification of its offer being accepted; otherwise, Champaign County may rescind its acceptance of the proposer's proposal. The vendor will also be required to provide Workers' Compensation Insurance in accordance with Illinois State Law. Insurance requirements are attached as Appendix A.
- 9. Champaign County requires all bidders to comply with the Equal Opportunity Affirmative Action and Fair Employment Practices regulations of the State of Illinois and federal government.
- 10. The County is exempt from all federal, state, and local taxes.

#### SCOPE OF SERVICES DESIRED AND DELIVERABLES

We expect that the needs assessment scope of work will include the components listed below. Any additional work that a prospective firm believes is required should be clearly articulated in the proposal. Additional information is included in Appendix B.

- Evaluate current system
- Interview stakeholders/users
- Conduct needs assessment
  - Include budget assistance elements
- Identify points of failure and critical needs during transition

#### • Establish realistic timeline

To accurately assess the justice information system needs of the County, the consultant must apply expertise and current legal, political, and technical standards to information collected from system users. Influencing factors (e.g., statutory changes, technological changes, competitors in the marketplace, e-business initiatives) should be identified. A cost-benefit analysis should account for direct and indirect costs and should compare the cost of retaining the current system with the purchase of a new system. High value should be placed on the relative ease of analyzing and integrating data seamlessly.

The deliverables sought include recommendations for a new system or the modification of the current system to best suit the County's needs while remaining cost-effective. The recommendation should provide guidance regarding the optimal approach for the County and system users: a) purchase commercially available software, b) use a combination of commercially available software and customized software, c) retain the current case management system with or without modifications, or d) a solution not described herein. If a new system is recommended, the successful consultant will assist with the preparation of an RFP for a new vendor and use its knowledge of the industry to assist in selection of a vendor from among the RFP applicants.

#### PROPOSAL FORMAT

The proposal <u>must</u> be organized in the order as described below. To be considered substantive, the proposal must respond to all requirements of this part of the RFQ. Other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Proposals should include the following, in this order:

- 1. Brief company history and description, including size and number of employees, and responses to the above-outlined Minimum Qualifications (including completed Appendix C);
- 2. Any information on prospective conflicts of interests, including existing or financial relations with equipment vendors, independent service providers or other firms or with any representative (official, employee, or agent) of the County of Champaign;
- 3. Three references from previous similar projects that include a brief description of the project, the timeframe for completion (actual dates), the cost of the project, and the contact information for the reference. Please use the attached Vendor Reference Form.
- 4. Detailed work plan to complete the entire Scope of Work to include a project timeline with deliverables and key milestones. List tasks to be accomplished and the

- budget hours to be expended for each task. At least one public presentation in front of the Champaign County Board should be anticipated to close out the project.
- 5. Name of project manager, resumes for project team members, and relevant certification information for each. Outline the project management approach that your company will employ to execute this project.
- 6. Fee schedule: Provide detailed cost estimate of the project, including known project expenses, professional hourly rates and multipliers and estimated service/task hours with a "Not to Exceed" cap or a cost per deliverable. Other ancillary expenses related to the completion of the study will be discussed on a case-by-case basis.
- 7. Commit to working closely with the County's stakeholders and outline estimated time commitments from critical partners. Clearly define any assumptions for the provision of information, materials, or research by the County, and which resource you anticipate will provide the materials. If survey work or local data collection is anticipated, please provide details on experience in this area and the requirements of the County that will be needed to complete.
- 8. An explanation of what distinguishes the services the submitting firm can provide from other firms.

#### **SCHEDULE**

Event	Date	Time (CDT)
RFQ released	May 19, 2023	
Last day for clarifying questions	May 30, 2023	12:00 p.m. (noon)
Answers to vendor questions via email	May 31, 2023	4:00 p.m.
RFQ responses due	June 20, 2023 June 28, 2023	10:00 a.m. 12:00 noon
Notice of Intent to Award	July 21, 2023	4:00 p.m.
Anticipated commencement of services	September 2023	

#### **VENDOR REFERENCE FORM**

Vendors shall complete a Vendor Reference Form for each provided reference.

#### 1. General Background

Company/Client Information:

Name:	
City/State:	
Number of Employees:	
Annual Operating Budget:	
Project Manager/Contact Information:	
Name:	
Tob Title:	
Phone Number:	
Email Address:	
2. Summary of Project and Current Status:	
Please provide a concise description of the project, project budget, and project st including project start date and end date (or, if in progress, estimated end date).	tatus

#### 3. Project Scope

Please indicate all modules/components/services that were implemented as part of the project:

#### 4. Additional Information

Please include any additional information as attachments.

#### **APPENDIX A: Minimum Insurance Requirements**

During the term of the contract, Vendor(s) shall provide the following types of insurance in not less than amount specified below.

- (1) GENERAL. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company/ies be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII or higher, in the following types and amounts:
  - a. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and inclusion of a waiver of subrogation in favor of Champaign County;
  - b. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease, and \$500,000 aggregate, and a waiver of subrogation in favor of Champaign County.
  - c. Errors and Omissions/Professional Liability coverage for all work being performed for the County in the amount of \$1,000,000 per Occurrence and \$2,000,000 Aggregate with self-insured retention noted. Additional Insured endorsement must be added to policy and sent with certificate of insurance.
- (2) Evidence of Insurance. The successful bidder agrees, with respect to the above required insurance, that
  - a. The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
  - b. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
  - c. The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance:
  - d. Subcontractors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors;
  - e. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance.
  - f. Champaign County must be named as an additional insured, on a primary and noncontributory basis, and the address for certificate holder must read exactly as Champaign County, a body politic, 1776 East Washington Street, Urbana, IL 61802; and
  - g. Insurance Notices and Certificates of Insurance shall be provided to Champaign County, Insurance Specialist, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802.

#### **APPENDIX B: Deliverables**

#### **Background: Current Environment**

The County's current integrated justice system serves several agencies with hundreds of users. The system provides a workflow system driven by notifications within the application. The programs run on an IBM midrange system using that systems-specific DB2 database infrastructure to store the data. Images are stored both on that system for those in current use and an external WORM drive system for archival purposes. Technical details regarding the server and clients will be made available, confidentially, to the awarded vendor.

#### A1. Expected Interviews

The County seeks a solution that will continue to serve all system users, not only the employees of Champaign County government. As a result, it is expected that reviews will be conducted with representatives of the following departments and agencies:

- Champaign County Circuit Clerk
- Champaign County Circuit Court
- Champaign County Public Defender
- Champaign County State's Attorney Office
- Champaign County Probation and Court Services
- Champaign County Sheriff
- Champaign County Executive's Office
- Champaign County Chief Information Officer
- Champaign County 911 Center
- Champaign County Child Advocacy Center
- Select members of the Champaign County Bar Association
- City of Urbana Information Technology
- Champaign Police Information Technology
- Rantoul Police Information Technology
- Any additional interviews the vendor finds necessary

#### Expected interview topics include, but are not limited to

- Critical strengths/needs achieved by the current system
- Needs not met by the current
- Reporting needs
- Data exchange/transaction needs between agencies/departments, internal and external (e.g., collections, commissary, data analysis partners, automated disposition reporting)
- Future inclusion of EMS, behavioral health, and health-related data sets such as Child Abuse Neglect Tracking Systems (CANTS) and databases derived from Health Information Exchanges
- Any federal- or state-mandated requirements

From these interviews, the County seeks to gain an understanding of priorities, at the agency/departmental level and from a County-wide perspective.

#### A2. Current Standards

The County wishes to be made aware of any political, technical, or legal standards for consideration in its final solution selection (e.g., compliance with CJIS, NIBRS, NIEM, etc.).

#### A3. Inventory of Current Systems not included in EJS

The County is aware that users have created several solutions (as workarounds) outside the current integrated database. Currently, the existing system does not address juvenile incarceration. The County would like a description and inventory of the workaround systems developed within departments to address these shortfalls.

#### A4. Recommendation

The County seeks a recommendation regarding the most beneficial method for replacing its current integrated justice system. The recommendation should provide guidance as to whether it is most beneficial to the County and its system users to (a) purchase commercially available software, (b) develop a solution either internally or with the assistance of third-party software vendors, (c) to use a combination of commercially available software and customized software, or (d) a solution not described herein.

Recommend to the County strategies regarding risk mitigation associated with the replacement project.

Develop for presentation to the County Board materials related to the range of options, including the methodology and determining factors leading to the final recommendation.

#### **A5.** Influencing Factors

The County seeks to identify significant influencing factors in the marketplace, including

- Statutory changes (e.g., e-filing);
- Technological changes (e.g., body-worn cameras, storage, mobile access);
- Problem Solving Courts (e.g., Drug Court, Veterans Treatment Court, Mental Health Court);
- Competitors in the marketplace (e.g., Tyler, Jano, Justicesystems.com);
- The Illinois Supreme Court e-filing initiative including civil and criminal cases;
- The Administrative Office of the Illinois Courts' judicial user interface for paper on demand as a necessary component in the implementation of the Illinois Supreme Court's e-business initiatives pertaining to e-filing and e-records;
- The growing number of self-represented litigants in both civil and criminal courts.

#### A6. Cost-Benefit Analysis

The County expects a comprehensive cost comparison between any options provided to encompass direct and indirect costs, including, but not limited to, the cost of purchase of software, data modeling and data conversion, software development costs, software licensing, hardware (desktops, scanners, servers, and data storage components), and other costs related to the implementation and use of the specific software option or process. The County recognizes that these figures will be estimates.

This analysis should include a comparison of the cost of remaining with the current system, including the costs of finding/retaining talent, obsolescence of products and the cost of securing the systems. High value should be ascribed to the ability to analyze and integrate the data in as seamless a manner as possible.

Additionally, to the extent possible, the vendor should provide some information on and discussion of possible tangible and intangible benefits of selected alternatives over others based on the review of the County operations, needs and culture of Champaign County.

#### A7. Timeline

The vendor should provide a clear timeline outlining, at a minimum, the initiation date of work, the proposal and timing for any meetings, interviews, site visits and any related research or background work with the various departments and agencies, approximate date for release of a final report and proposal for date and length of time for a review meeting with the County

#### A8. Pricing/Payment

Vendor must outline the total price and cost for services if awarded this contract. Included should be what, if any, partial payments will be made and the timing of such in conjunction with the timeline for completion of services (milestones).

#### **APPENDIX C: Qualifications**

#### To be included with submissions

- The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.
- Name, address, principal contact, telephone number, and fax number of Vendor's principal office.
- Name, address, principal contact, telephone number, and fax number of Vendor's branch office(s) from which service will be provided.
- Type of Organization (corporation, partnership, individual, joint venture, other)
- How many years has your organization been in business as a vendor or contractor related to consulting in the area of justice? Specifically, state your familiarity with court system information technology needs assessments, industry knowledge of justice-related case management systems, and prior experience working with court systems;
- How many years has your organization been in business under its present business name? Under what other or former names has your organization operated?
- Relative to the proposed services, list any categories of work that you would expect to subcontract to other parties.
- Identify any proposed subcontractors and provide references for their work that are equivalent in size and complexity to the work they will be responsible for at the County.
- Has your organization ever failed to complete any work awarded to it? (If yes, please attach details).
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (If yes, please attach details).
- Has YOUR organization filed any lawsuits or requested arbitration with regard to projects within the last five years? (If yes, please attach details).
- On a separate sheet, list major projects completed by your organization in the past five years. Include the name of the project, the owner, and completion date.



#### **EXHIBIT B**



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A PROPOSAL TO

Champaign County, Illinois

TO PROVIDE

Case Management System Consultant Services

#### **BerryDunn**

2211 Congress Street Portland, ME 04102-1955 207.541.2200

**Doug Rowe, Principal** drowe@berrydunn.com

Alec Leddy, Project Manager aleddy@berrydunn.com

**Proposal Submitted On:** 

June 28, 2023 before 10 a.m. in response to RFQ #2023-003



June 28, 2023

County of Champaign Attn: Lori Hansen, Court Administrator 101 East Main Street Urbana, IL 61801

Dear Lori Hansen:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I am pleased to submit this proposal in response to Champaign County's (the County's) Request for Qualifications (RFQ) No. 2023-003. We have read and understand the RFQ and amendments and we agree to the terms and conditions presented therein. Our proposal is a firm and irrevocable offer that is valid for a minimum of 90 days from the proposal due date of June 28, 2023.

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. Founded in 1974, we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our longstanding history. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states—including in the State of Illinois—and in Canada and Puerto Rico.

Our proposed team for this engagement includes senior professionals with court leadership and management consulting experience from our **Justice and Public Safety Practice**. To meet the County's goals for this project, we will assess your technical and non-technical needs in a way that underscores root causes and answers important questions regarding the relationship between your technology and business processes. We pride ourselves on understanding and building relationships with the people behind processes and technology. Our approach incorporates broad stakeholder input to build critical buy-in for change.

BerryDunn's track record of successfully assisting court agencies in choosing case management systems affords us the opportunity to serve as a valuable partner to the County. We have worked with local and state agency courts in North Carolina, Florida, Maine, Massachusetts, Maryland, Michigan, Illinois, Texas, and Vermont, and our client testimonials can speak to the quality of our work. We would welcome the opportunity to assist the County on this project.

As principal of our Justice and Public Safety Practice, I am authorized to bind BerryDunn to the commitments made herein and can attest to the accuracy of our provided materials. If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly. Thank you for your consideration.

Sincerely,

Doug Rowe, PMP®, ITIL(F) | Principal

Local Government Practice Group

Dough Mune

t/f: 207-541-2330 | e: drowe@berrydunn.com

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#### 1. About Berry Dunn

BerryDunn is a top ranked certified public accounting and consulting firm headquartered in New England. As a Limited Liability Company (LLC) with 54 principals and 29 owners, BerryDunn employs more than 900 staff across nine offices, depicted in Figure 1.

#### Figure 1. BerryDunn Office Locations

As of 2023, 47% of our employee base works remotely from their home offices, including seven employees based throughout the State of Illinois.



















Portland ME

ngor M ⁄/E

Boston MA

Н

Hartford New

New Haven

Charleston

Phoenix San Ju

Our firm was founded in 1974 by three principals focused on client service, entrepreneurship, and community. We began systems consulting in the mid-1990s when the State of Maine engaged BerryDunn. Since 2009, BerryDunn has expanded to national consulting in all 50 states with a dedicated Consulting Services Team serving local and state governments. As we have grown and evolved over the years, our mission has remained the same: *to help each client create, grow, and protect value*.

From extensive public-sector experience working with more than **400 state**, **local**, **and quasi-governmental agencies**, our team brings valuable perspectives to every engagement. Due to the depth of our experience, BerryDunn can provide our clients with a nuanced understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents you serve.

Our firm provides a full range of professional services that supports our ability to complete initiatives pursued by the County. These include:

- Business Process Improvement, Reviews, and Redesign
- Data Governance Planning and Implementation
- ▲ Enterprise and Departmental Strategic Planning
- **▲ IT Assessments**
- ▲ IT Strategic Planning

- ▲ Leadership and Organization Development
- Organizational Change Management
- Organizational, Operational, and Staffing Analyses
- Software Implementation Project Management and Oversight
- ▲ Software Planning and Procurement

BerryDunn provides these services as an **independent and objective advisor**. BerryDunn is vendor agnostic and is not affiliated or preferential to a systems vendor. Rather, we preserve our objectivity by remaining independent of the vendor community. While our team has many years of large-scale, business process improvement, system advisory, and implementation experience, we do not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. This allows us to provide truly independent advisory services and work in the County's best interest at all times.

#### Dedication to the Public Sector

BerryDunn's goal in every project is to build a relationship with our clients, leveraging experience as former public-sector employees and seasoned project managers to collaborate on finding the best solutions for each organization's technical environment and resources. We proudly tailor our projects to strengthen the work our clients do every day. We care about what we do, and we care about the people impacted by our work.

Our combined portfolio of IT consulting work and public-sector expertise is how we take our services above and beyond. It's important that we establish organizational and operational structures and goals that enable our clients to continue serving their communities, while implementing solutions that not only address the "what" of their operational challenges, but also the "why" and "what comes next?"

Project Management
We bring the BerryDunn
project management toolkit
to every project we lead.

Public Sector Experience
We have been in your
shoes and faced similar
challenges.

Complete Discovery

Recommendations and tools you
can use to make decisions that align
with your technical, business, and
operational goals.

Figure 2: Combined Project Management Skillset with Public Sector Experience

#### Local Government Expertise

BerryDunn's Local Government Practice Group structure is illustrated below in Figure 3. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities for improvement.

Figure 3: Local Government Practice Group Specialization

Our team of professionals with broad and niche subject matter expertise can help

work through your unique challenges.



Members of BerryDunn's dedicated Justice and Public Safety Practice will be supporting the County's project. This practice is dedicated to assisting organizations to improve critical services provided to communities, including case management system (CMS) modernization initiatives. We further elaborate upon our experience in Section 5.

#### 1.1 RFQ Appendix C - Qualifications

We have transcribed the questions from RFQ Appendix C: Qualifications and provided our responses below.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

As principal of our Justice and Public Safety Practice, I am authorized to certify that the information provided herein is true and sufficiently complete so as not to be misleading.

Doug Rowe, Principal

Dough Muse

Name, address, principal contact, telephone number, and fax number of Vendor's principal office.

BerryDunn is headquartered in Portland, Maine.

BerryDunn 2211 Congress Street Portland, ME 04102-1955 Telephone: 207-541-2200 Fax Number: 207-774-2375

Name, address, principal contact, telephone number, and fax number of Vendor's branch office(s) from which service will be provided.

BerryDunn's project principal (Doug Rowe) and project manager (Alec Leddy) work out of the Portland, Maine headquarters office—the contact information for which is provided above. Our supporting team members work remotely from their home offices in Minnesota, Pennsylvania, and Texas, respectively.

#### Type of Organization (corporation, partnership, individual, joint venture, other)

Berry, Dunn, McNeil & Parker, LLC (doing business as BerryDunn) is a national IT consulting, management consulting, and certified public accounting firm formed in 1974 in Portland, Maine. We are a privately held company and have experienced sustained growth throughout our 49-year history.

How many years has your organization been in business as a vendor or contractor related to consulting in the area of justice? Specifically, state your familiarity with court system information technology needs assessments, industry knowledge of justice-related case management systems, and prior experience working with court systems.

BerryDunn's consulting has been providing management and IT consulting services to clients in local government since 1986. We maintain a national presence and have worked with more than 400 local and state agencies throughout the country.

The County will benefit from our team's experience working with courts, district attorneys, and multijurisdictional agencies in assessing, selecting, and implementing (if desired) a new court case management system. Through this experience, we have worked with internal and external stakeholders who interact with the system and bring a deep understanding of the associated workflows and data exchanges. Oftentimes, these stakeholders have competing interests in their use and desired

functionality of the new case management system—underscoring the importance of our collaborative approach that involves stakeholders throughout the project to inform and promote buy-in.

BerryDunn has helped clients assess, select, and implement CMS solutions for state, local, and county-government clients in Vermont, Maine, Texas, Illinois, and Michigan. Through this experience, we have become familiar with the major vendors and the functionalities their systems provide. We will leverage this background to efficiently and effectively assess the County's CMS environment. For more details regarding our relevant project experience, please refer to Section 3.

Our consultants stand out through their hands-on experience working within court organizations as well as through their extensive consulting experience. This equips our team with a strong understanding of both the business processes and technologies needed to provide efficient and effective services to your community. *Table 1: BerryDunn Representative Justice and Public Safety Project Experience* in Section 3 showcases our high-level experience working with courts, along with other justice and public safety stakeholders.

# How many years has your organization been in business under its present business name? Under what other or former names has your organization operated?

Berry, Dunn, & McNeil began on January 7, 1974, as a partnership. The firm was incorporated as of September 30, 1983. We have been operating under Berry, Dunn, McNeil, & Parker, LLC (doing business as BerryDunn) since February 9, 1999.

Other names under which our organization has been organized and conducted business include:

Berry, Dunn & McNeil Chartered – from 1974 to 1982 Berry, Dunn, McNeil & Parker Chartered – from 1982 to 1999

## Relative to the proposed services, list any categories of work that you would expect to subcontract to other parties.

BerryDunn has enlisted the help of Dave Wasson, a subcontractor employed on multiple of BerryDunn's court-related projects. Dave brings 30+ years of experience as a litigator, court administrator, and chief information officer (CIO). His subject matter expertise strengthens our team's qualifications and offers valuable perspective from a leadership perspective. Dave has and continues to work on key court projects with BerryDunn.

BerryDunn vets our subcontractor partners carefully, onboards them thoroughly, and integrates them into our team seamlessly so that we present a united BerryDunn project team.

# Identify any proposed subcontractors and provide references for their work that are equivalent in size and complexity to the work they will be responsible for at the County.

Dave Wasson is a regular subcontractor on several BerryDunn projects, currently working on four engagements. He and our proposed project manager, Alec Leddy, provided system services to the Maryland Judiciary in selecting a non-case revenue system. Please contact Nathan Smith, Application Manager at 410-260-1052 or at nathan.smith@mdcourts.gov for reference information.

# Has your organization ever failed to complete any work awarded to it? (If yes, please attach details).

No, BerryDunn has not failed to complete any work awarded to us.

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (If yes, please attach details).

The firm is currently involved in litigation in one case unrelated to the consulting services we offer.

Blackwood v. BerryDunn was an employment case in the Southern District of West Virginia Civil Action No: 2:18-CV-1216. All claims other than a claim of Breach of Promise/Detrimental Reliance based on a dollar amount of just over \$4,000 were dismissed. BerryDunn settled the remaining claim and the Court of Appeals went on to affirm the lower court's decision in December of 2020. In April of 2022, Blackwood filed an amended complaint in state court, once again raising the issues that were already litigated. BerryDunn has asked the court to recognize that the issues have already been decided, and to strike the complaint.

Has YOUR organization filed any lawsuits or requested arbitration with regard to projects within the last five years? (If yes, please attach details).

No, BerryDunn has not filed lawsuits or requested arbitration related to our work.

On a separate sheet, list major projects completed by your organization in the past five years. Include the name of the project, the owner, and completion date.

BerryDunn has worked with hundreds of public-sector clients within the past five years on technical projects similar to that requested by the project. Due to the length of this list, we have provided it in Appendix B. To preserve our clients' privacy, we have omitted client contact information but would be happy to provide it upon request.

#### 2. Conflicts of Interest

BerryDunn certifies that we do not have any conflict of interest, either real or perceived, that would inhibit our ability to perform the services requested in the County's RFQ and/or any resulting contract. BerryDunn has detailed measures in place to help ensure compliance with our independence requirements and avoid conflicts of interest. Some of the elements within our policies include:

- ▲ Annual written representations of independence from all personnel who perform client services
- ▲ Extensive client and engagement acceptance and continuance policies
- ▲ Maintenance of firm-wide client list
- ▲ Independence training for all professionals

### 3. Relevant Project Experience

BerryDunn's Justice and Public Safety Practice has extensive experience partnering with state, county, and local government clerks, courts, judiciaries, and prosecutors to assess, streamline, and modernize CMS operations and technologies. Across the public-sector industries we work in, our core system selection approach remains proven and reliable, allowing us to tailor our foundational understanding to creatively solve your unique challenges. Our team has experience with the full life cycle of system selection and implementation activities, noted below.

- > Business case analysis
- Business process mapping
- Gap analysis
- Go-live readiness assessments
- Governance planning
- > Implementation oversight
- Independent verification and validation
- > IT security risk assessments
- Needs assessments

- Point-in-time health assessments
- Project management
- Quality assurance
- Request for Proposals development and proposal evaluation
- Strategic IT planning
- Systems planning, procurement, and contract negotiation
- Technical requirements definition

Our team includes public safety professionals who specialize in developing law enforcement organizations. Notably, our team has an ongoing project with the City of Urbana evaluating its public safety service delivery model. This is a strong differentiator as our team is comprised of cross-functional representatives from the justice domain (courts, clerks, public defenders) and the public safety domain (sheriff, dispatch, and police) to address and relate to the County's diverse CMS user groups.

An important piece of this project is identifying the data exchange and transaction needs between the various internal and external actors. The RFQ specifically notes collections, commissary, data analysis, and reporting functions as examples. BerryDunn brings a strong understanding of the interconnectedness between justice and public safety stakeholder groups and the technologies, interfaces, and processes that support the collaboration and exchange of information.

To showcase our diverse experience, we illustrate our prior and current projects in Table 1 on the following page. Each project listed below included conversations with and considerations of the internal and external justice and public safety partners to improve operational efficiency. We are happy to include further project details upon request.

Table 1: BerryDunn Representative Justice and Public Safety Project Experience

Courts and Prosecution	Corrections and Jails	Police and Public Safety
Lake County, Illinois Circuit Court Clerk e-Filing Solution Validation	Alabama Dept. of Corrections Offender Management System Requirements Definition	City of Albany Police Department, Georgia Operational Assessment
North Carolina Administrative Office of the Courts e-Courts Strategic Planning	Maine Dept. of Corrections Offender Management System Selection	City of Frisco, Texas Public Safety Services IT Assessment
Maine Judicial Branch CMS Implementation Oversight	Ellis County, Texas System Selection and Implementation for Jail, Prosecution, and Computer-Aided Dispatch (CAD) Systems	City of Boca Raton, Florida CAD/Records Management System (RMS) Assessment and Selection
Maryland Judiciary Non-Court Revenue Collections System Assessment	Hawai'i Dept. of Corrections Offender Management System Selection	City of Denton, Texas CAD/RMS Assessment and Requirements
Minnehaha County, South Dakota Prosecution System Replacement	Indiana Dept. of Corrections Victim Notification System Market Research, Requirements Definition, and RFP	City of Gresham Police Department, Oregon Operational Assessment, Strategic Planning, Implementation Assistance
Monroe County, Florida Circuit Court Clerk Business Process Improvement	Minnesota Dept. of Corrections Risk Audit for Modernization Portfolio	City of Northglenn Police Department, Colorado Operational Assessment, Police Reform Consulting, Implementation Assistance
Saginaw County, Michigan Mainframe Modernization, including Court, Prosecution, Probation and Jail Management System Implementations	Montana Department of Corrections Current State Assessment and Offender Management System Selection	City of Eugene, Oregon Alternative Public Safety Response Review
St. Clair County, Illinois CMS Procurement Services	Oregon Dept. of Corrections Independent Verification and Validation for Electronic Health Records Implementation	City of Urbana, Illinois Community Safety and Service Delivery Model Review
Vermont Dept. of State's Attorneys and Sheriffs CMS Selection and Implementation	Outagamie County, Wisconsin Jail and CAD System Selection and Implementation	Southwest Regional Communications Center – City of DeSoto, Texas CAD/RMS System Selection
Vermont Judiciary Next Generation CMS Planning and Implementation Services	Washington Dept. of Corrections IT Governance Model Development and Implementation	Village of Oak Park, Illinois Independent Assessment of Policing, Training, Accountability, and Community Engagement

#### 3.1 Project References

On the following pages, we include three project references as requested in the Vendor Reference Form. We encourage the County to contact the references provided, as client experiences and feedback are ultimately the best representation of the quality of our work, and we take pride in the great relationships we have built over the years.

VT Judiciary – Vendor Form 1

#### **Vermont Judiciary**

#### Next Generation CMS Planning, Selection, and Implementation Services

#### Problem Statement

The Vermont Judiciary operates as a unified court system that comprises the Supreme and Superior Courts and the Judicial Bureau and serves as the information hub for 20 entities related to the judicial process. It works closely with the State's Attorneys and Sheriff's Office.

Prior to this project, the Judiciary relied on CMSs based on the Vermont Automated Docketing System (VTADS) built in 1990 and maintained by the Judiciary's Research and Information Services Division. Given the considerable limitation of the VTADS, the Judiciary set out to procure a Next Generation (NG) CMS that now provides the Judiciary improved efficiencies and services using updated technology.

#### BerryDunn's Solution

The Judiciary engaged BerryDunn's independent consulting services to assist with its organizational and technical business process transformation. At the outset, BerryDunn conducted research resulting in a "Build vs. Buy" report that outlined various options for the Judiciary to consider before developing and issuing a NG-CMS RFP.

When the Judiciary decided to purchase from the marketplace, BerryDunn utilized our understanding of the CMS market, as well as our repository of CMS requirements, to assist in developing the NG-CMS RFP. BerryDunn then analyzed resulting proposals, providing the Judiciary support during the proposal evaluation, scoring, and contract negotiation stages.

After successfully selecting a vendor, BerryDunn served as the implementation project manager.

#### Project Outcomes

BerryDunn oversaw a successful CMS go-live in March of 2022.

The Judiciary has since indicated that the success of the project is largely due to BerryDunn's independence and objectivity, as well our disciplined and structured approach to project activities.

### Ellis County – Vendor Form 2

### **Ellis County, Texas** Justice and Public Safety Software Modernization Initiatives

### Project Background

BerryDunn was first engaged to conduct a needs assessment of Ellis County's suite of justice and public safety software systems, which included:

- ▲ CAD/RMS
- Jail Management System (JMS)
- Court CMS
- County Clerk System

The BerryDunn team of multidisciplinary experts met with Ellis County stakeholders from police, fire, jails, court, and prosecution offices to explore how the legacy systems were and were not meeting their diverse needs, discuss integration among the systems (or lack thereof), and capture data, modules, reporting, and security needs.

Following the delivery of a thorough Needs Assessment Report, Ellis County chose to proceed by strategizing an approach to selecting and implementing replacement systems. BerryDunn developed an Implementation Strategic Plan that identified the three distinct system selection and implementation projects, outlined the associated costs, and provided a map for the next three to five years.

### Current Status

After successfully selecting vendors for a CAD/RMS solution (including JMS), Prosecution Case Management Solution, and a Court Case Management Solution, BerryDunn is now providing implementation support (with exception to the Court Case Management Solution as the vendor contract is expected to be finalized in the coming months).

Our proposed project manager, Alec Leddy, led Ellis County through the needs assessment, requirements development, vendor selection, and contract negotiation activities for both the Prosecution and Court Case Management Systems. He is supporting the Prosecution Case Management System implementation and the project is proceeding on-schedule and within budget, with an estimated go-live date in March of 2024.

### MJB – Vendor Form 3

	Maine Judicial Branch Court Case Management Implementation Services
Problem Statement	The Maine Judicial Branch (MJB) sought to explore options in replacing its 20-year-old legacy system which was becoming challenging to maintain and upgrade.
	From 2014 to 2017, BerryDunn lead activities to refine and prioritize a preliminary set of business and technical requirements, in addition to creating workflow diagrams to capture the MJB's current state. Subsequently, BerryDunn was reengaged to create a CMS RFP and select a vendor.
	BerryDunn is overseeing the bifurcated rollout of the statewide Odyssey implementation in eight regions.
BerryDunn's Solution	Since April of 2022, BerryDunn has helped support the MJB navigate implementation challenges. Due to resource constraints, the MJB must separately implement the family/civil CMS functionality from the criminal functionality. This has caused disruption as MJB staff are using different hardware and software setups for the different case types.
	At the project outset, BerryDunn worked to restructure the project governance model and develop interim and final operational support models. After establishing a strong foundation, BerryDunn has been reviewing the vendor deliverables, leading project steering committees, orchestrating organizational change management activities, documenting project risks and issues, and offering mitigation strategies to remove barriers to project success.
	The project is steadily progressing with one successful go-live, soon to be followed by a second region in October of 2023.

## Project Plan

# 4.1 Understanding the County's Project

the future needs of the County and technology advancements alike. workflows, and the ongoing adoption and implementation of an e-citation system, the County BerryDunn understands that the County seeks analysis and guidance regarding the possible requires a CMS with high-functionality and efficiency, and a trusted longevity to remain adaptable to reporting requirements. With nearly 600 system users from different agencies requiring tailored replacement of its aging CMS, which is used for case management, images, financials, e-filing, and

whether that includes a replacement or redevelopment of the current CMS replacement product, BerryDunn can help shape an RFP after guiding the County to a solution industry best practices. While this stage of the project does not include the selection of a particular related departments and make actionable recommendations tailored to those needs and rooted in As such, the County currently seeks an objective advisor to analyze the IT needs of the justice-

outdated technology, as well as the capabilities of the CMS software vendor marketplace. We also process in a professional and timely manner. the vendor community and engage stakeholders. We are guided by a collaborative approach solutions to best suit current and future needs, and innovative techniques to generate interest from bring independence and objectivity to help clients, like the County, take advantage of modern the prospect of assisting the County in its endeavor. We understand the challenges associated with With more than 30 years of experience and 150 relevant projects supported, BerryDunn is excited by management and change management best practices to inform our ability to effectively guide that focused on educating clients and advising on best practices, and we use proven project

# Meeting the County's Needs

closeout. We are happy to accelerate or extend this timeline to match the County's desired pace of our experience, projects of this nature take approximately nine months from project initiation to BerryDunn acknowledges the deliverables and project expectations outlined in RFQ Appendix B. In project progress.

corresponding RFQ section it addresses. We will plan to identify key dates in collaboration with the 4 on the following page illustrates the proposed project phases, their anticipated duration, and the building a final Needs Assessment Report, containing all components requested in the RFQ. Figure County and formalize a project schedule upon project initiation. To best address all aspects of the County's project, BerryDunn is proposing an iterative process to

### Value-Add Services



we are pleased to include several innovative, value-add activities for the County to relates to technology assessment, system selection, and implementation projects. As such, BerryDunn provides a full range of services to local government clients, particularly as it

approach (and pricing) to include or eliminate these tasks to best align with the County's resources have denoted these tasks as with the orange icon in our work plan and would be happy to adjust our consider in its process (such as visioning sessions and vendor technology demonstrations). We and expectations

### Figure 4: Project Work Plan Overview

BerryDunn will collaboratively work with the County to build upon each component of the Needs Assessment Report throughout the project.

	Needs Assessment Report	RFQ Section
Months 1 - 3	Current System Analysis Phase 1	A1, A2, A3, A5
Months 4 - 6	Market Research Phase 2	A5
Months 5 - 7	Cost Benefit Analysis Phase 3	A6
Months 7 - 9	Final Recommendations Phase 4	A4

### 4.2 Detailed Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.** 

The overarching benefits the County can expect of our approach include:

- ▲ A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace—for the County's stakeholders to understand why and how findings and recommendations will improve the current environment
- ▲ A needs assessment that will include all functional areas within scope and focus on how those areas interact with each other and integrate with existing systems
- ▲ Thorough business process improvement activities, helping the County identify root causes of process and/or system deficiencies
- ▲ An ability to satisfy all requirements set forth in the County's scope of work

On the following pages, we present details of our work plan to deliver the County's desired scope of work efficiently and effectively. We look forward to refining this with the County upon project initiation.

### Project Initiation and Planning

0.1 Conduct initial project planning. We will conduct an initial project planning work session with the County's project team to discuss a variety of topics, including the scope, subsequent project management tasks, risks and issues, project schedule, and stakeholders to include. We will discuss goals, objectives, and success criteria for the project. In our experience, convening the core project team as a first step in the project begins to establish the governance structure for success throughout the initiative. These discussions will inform the development of the draft Project Management Plan and Schedule.

### Approximate task hours: 7 hours

**Develop a Project Work Plan and Schedule.** Based on the information gathered from initial project planning, we will develop the Project Work Plan and Schedule. This will define the overall organizational structure of the project, the project team's responsibilities and reporting relationships, project approach, and work breakdown structure for management of cost, schedule, and resources, and plans and procedures for key data elements. We will identify key dates in advance depending on the County's stakeholder availability.

### Approximate task hours: 16 hours

- Deliverable 1: Project Work Plan and Schedule
- **Develop Biweekly Status Updates.** Throughout the project, we will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the County's project manager to review the status updates.

### Approximate task hours: 36 hours throughout the duration of the project

> Deliverable 2: Biweekly Status Updates

Total Phase 0 hours: 59 hours

### Phase 1

### **Evaluation of Current Systems and Needs Assessment**

1.1 Develop and administer a web survey and an information request and review the results. We will develop and administer a web survey to County staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the County's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

Additionally, prior to conducting our work, we will provide the County's project team with an information request sheet to help gather available documentation to support the work effort

### **Evaluation of Current Systems and Needs Assessment**

(e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the County's project team provide the documentation prior to the project kickoff presentation and fact-finding meetings, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time.

### Approximate task hours: 8 hours

1.2 Request and review County and relevant court documentation. Prior to conducting our on-site work, we will provide the County with a documentation request sheet to help guide which information the County should gather that would be helpful to us during the project. This may include an organizational chart for participating CMS agencies, data exchange information or flow charts, and federal or state mandated requirements related to reporting and security.

We will respectfully request that the information is provided prior to additional information-gathering activities because reviewing the information in advance of our on-site work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of the County personnel's time.

### Approximate task hours: 17 hours

1.3 Facilitate an on-site kickoff presentation. We will conduct an on-site project kickoff presentation with the County's project stakeholders that will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. We envision that this meeting will involve the group of leaders from County and state agencies who are participating in this initiative and can commit subject matter experts (SMEs) from their respective departments, such as those from the Circuit Clerk, Public Defender's Office, State's Attorney Office, Probation and Court Services, and other project participants noted in the RFQ. As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

### Approximate task hours: 5 hours

- **1.4** Facilitate on-site fact-finding interviews. Immediately following the project kickoff presentation, BerryDunn will conduct focus group and individual interviews with County and court leadership from the CMS users and justice and public safety partners identified in Appendix B: Section A1 of the RFQ. During these meetings, we will explore how staff utilize the CMS. The purpose of these meetings is to:
  - Review business operations, including operating systems, database management, software modules, reports (mandated and ad-hoc), data security and relevant policies, and procedures and productivity tools
  - Identify current uses, strengths, needs, and deficiencies of the CMS and desired functionality and interfaces (i.e., emergency medical services and health-related data sets)

### **Evaluation of Current Systems and Needs Assessment**

- Observe the use of the current CMS by users and discuss systems and applications created and used for workarounds due to lacking CMS functionality
- Discuss IT staffing and support structure

At the conclusion of the fact-finding and business process analysis meetings, we will conduct follow-up as needed to gain further clarity into the County's current business processes.

**Assumptions:** Four BerryDunn team members will travel on-site for one week

Approximate task hours: 128 hours

1.5 Develop Current System Analysis Section of the Needs Assessment Report. Drawing on the information gathered through our review of documentation, survey results, and onsite fact-finding sessions, we will prepare the Current System Analysis. The report will contain key themes, such as: CMS deficiencies and subsequent workarounds, recommendations for streamlining, system or resource components that may factor into a system replacement project, and potential enhancements.

We will provide the report to the County for review and facilitate a work session to explain our findings, gain feedback, and build consensus related to the decision points. We believe it is important to obtain the County's validation and approval of these findings, as this information will serve as the basis for future recommendations. We will revise the report with the County's feedback and update to final.

Approximate task hours: 80 hours

> Deliverable 3: Current System Analysis Section of the Needs Assessment Report

Total Phase 1 task hours: 238 hours

### Phase 2

### Market Research and Visioning

Schedule and conduct visioning exercises. BerryDunn will conduct a series of visioning exercises with stakeholder groups with the goal of determining the gap between the current state (as defined in Phase 1) and the County's vision of the

future state. We will draft communications and corresponding messaging to invite and inform stakeholders gathered previously during Phase 1. The BerryDunn team will spend one and a half days with various CMS users and professional partners to help define a viable concept of the future CMS use and interface technologies.

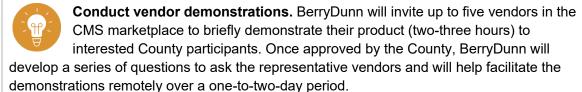
We consider this activity to be a value-add. Our past project experience has shown that agencies who have relied on a homegrown or commercial systems for long periods of time have difficulties in both imagining the future environment and making the transition to a new environment.

Assumptions: Two BerryDunn team members will travel on-site for one and a half days

### Market Research and Visioning

### Approximate task hours: 28 hours

2.2



We consider this activity to be a value-add. County personnel can gain an understanding of the features and capabilities that are available in the market, some of which may or may not be inherent to the County's current CMS.

### Approximate task hours: 32 hours

2.3 Conduct market research and develop Market Research Section of the Needs
Assessment Report. BerryDunn will conduct CMS Market Research for the County to
leverage in the decision-making process. We will contact up to five vendors in the
marketplace to compare each solution's product roadmap, cost estimates, environmental
considerations (i.e., on premise, SaaS, hosted), data security protocols (specifically for
SaaS and hosted environment models), and implementation approach. We will compile this
information and present to the County for review and feedback. As mentioned above, this
will serve as the Market Research component of the final Needs Assessment Report to be
delivered in Phase 4.

Approximate task hours: 56 hours

Deliverable 4: Market Research Section of the Needs Assessment Report

Total Phase 2 task hours: 116 hours

### Phase 3

### Cost Benefit Analysis

3.1 Conduct Cost Benefit Analysis and develop Cost Benefit Analysis Report. In collaboration with the County, we will perform a detailed analysis that depicts the expected (direct and indirect) costs and benefits of a replacement CMS compared to retaining the current system. This analysis will involve researching the market to determine the costs borne by other similar agencies, scaling the costs as appropriate. We will include in our analysis any other tangible or intangible benefits or disadvantages we discover during our review. We will prepare a spreadsheet using information contained in the provided project documentation, as well as information provided by County staff. The spreadsheet will depict direct expenses, and tangible (quantifiable) benefits. We will also prepare a narrative summary to describe and explain our analysis, including intangible (non-quantifiable) benefits.

The cost component of the cost/benefit analysis will include an estimate of one-time acquisition costs, hardware, data modeling and conversion, ongoing operational costs

### Cost Benefit Analysis

(licensing, maintenance, refresh, etc.) plus internal costs of staffing and "other costs." "Other costs" may include the cost of personnel or contractors required for this solution, implementation, enhancements/upgrades planned for the life cycle, consumables, costs associated with system interfaces, and any costs of upgrading the current environment to accept the proposed solution (new facilities, etc.).

The benefit component of the cost/benefit analysis will include intangible items for which an actual cost cannot be attributed; and tangible savings/benefit such as actual savings in personnel, contractors or operating expense associated with existing methods of accomplishing the work that will be performed by the proposed solution. Our team will provide the County with an analysis of the impact this initiative will have on its net operating costs, including an assessment of the project's influence on staffing and expenses. This net impact will be defined in a narrative within the Cost Benefit Analysis Report.

Approximate task hours: 35 hours

Deliverable 5: Cost Benefit Analysis Section of the Needs Assessment Report

Total Phase 3 task hours: 35 hours

### Phase 4

### Final Recommendations and Presentation

- **4.1 Develop the Needs Assessment Report, including Recommendations.** As a culmination of the previous three phases, BerryDunn will consolidate all relevant information into a Needs Assessment Report. The report will include options for the CMS environment for the County's consideration, along with the advantages and disadvantages of each option. The options may include, but are not limited to:
  - Adjusting or updating the current CMS to better address best practices and increase efficiencies
  - Procuring and implementing a commercially available solution
  - Developing a solution internally or with assistance from third-party software
  - Combining commercially available software and customized software

Depending on the recommended option, BerryDunn will outline the associated risks with accompanying mitigation strategies.

The Needs Assessment Report will be delivered in draft form and will include the following sections that have been produced from previous phases:

- 1. Current System Analysis
- 2. Market Research
- 3. Cost / Benefit Analysis

### Final Recommendations and Presentation

4. Final Findings and Recommendations

We will review the report with the County project team to solicit feedback and answer any clarifying questions, as needed.

### Approximate task hours: 14 hours

- Deliverable 6: Final Needs Assessment Report
- **4.2 Present findings and recommendations.** Based on the project team feedback, BerryDunn will finalize the report and provide it to project participants for review prior to our formal presentation. BerryDunn will present the Needs Assessment Report to the County Board and present the risks, issues, findings, recommendations, and conclusions detailed in the report, and clarify any areas that may be unclear.

**Assumptions:** One BerryDunn team member will travel on-site for one day.

Approximate task hours: 12 hours

> Deliverable 7: Needs Assessment Report Presentation

Total Phase 4 task hours: 26 hours

Total project hours: 474 hours

### 4.3 Additional Services

The County's RFQ states "If a new system is recommended, the successful consultant will assist with the preparation of an RFP for a new vendor and use its knowledge of the industry to assist in selection of a vendor from among the RFP applicants." (Scope of Services, page 8).

BerryDunn is prepared for and qualified to do this work. Because the outcome of the initial project is not yet known at this time, BerryDunn assumes these services are to be negotiated separately with the County at the appropriate time. Should the County wish to proceed in preparing and publishing an RFP and selecting a CMS solution, BerryDunn will leverage our proven, yet flexible, system selection methodology, described below.

### Phase 5

### Requirements Definition

5.1 Legacy data, data conversion, and interface requirements. Data conversion is a critical and complex component of any systems modernization project—especially regarding Criminal Justice Information Services (CJIS) data and other information bound by statute and regulations. BerryDunn will gather technical stakeholders to begin this discussion well in advance of the RFP development to accurately capture the County's legacy data requirements for future vendors to realistically quote for data conversion efforts. We will also discuss data quality and the expected cost to then determine how much data the County would like to convert. This information will be captured and included in the forthcoming CMS RFP.

### Requirements Definition

BerryDunn will meet with technical and business stakeholders to identify the existing interfaces, interfaces not currently available that are needed in the future environment, and those that the County has and will no longer need. We will compile all existing and future interfaces and define the agencies, data flow direction, frequency, security requirements, and current/future integration strategies in the report.

**5.2 Develop Draft Specification Document with preliminary functional and technical requirements.** BerryDunn has developed a database of technical and functional requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. Drawing from this database, we will tailor and refine requirements for to address the previously identified processes that are critical or unique to the County.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients, with the remaining 25% customized to their unique needs.

### Deliverable 8: Draft Specification Document

- **5.3 Develop the RFP Scope of Work.** Working concurrently to other RFP development tasks, BerryDunn will meet with the County's procurement team. We will review and discuss the County's existing RFP process, development of the CMS RFP, the associated addenda, and any required forms for submission.
- **Facilitate joint requirements planning (JRP) work sessions.** We will facilitate a series of JRP work sessions with the County's stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders that met during fact-finding activities to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the County's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

Deliverable 9: Final Specification Document

### RFP Package and Vendor Selection

6.1 Develop an RFP Package, including evaluation criteria. BerryDunn will develop an RFP Package using a proven format that incorporates information pertaining to the history of the project, a high-level description of the County's current environment, desired approach to implementing a new CMS solution, functional and technical requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed.

The County will benefit from BerryDunn's thorough and flexible scoring methodology. With all of our client engagements, we align the development of evaluation criteria and approach with the client's policies, precedent, and process, while bringing to the table our best-practice recommendations.

Many of our recent clients have applied a cumulative approach to scoring, using two or more scoring events following major decision points—e.g., proposal review, software demonstrations and firm capabilities discussions, and reference checks. With this approach, points are cumulative and build as a vendor moves through the process. This allows for clarification and for new information to be considered in addition to the capabilities and qualifications documented in the initial proposal.

While many of our clients have followed this approach, our team will remain flexible and determine the best approach in collaboration with the County's team. We take pride in our ability to serve as an active advisor to the County's established procurement processes, leading the County where necessary and appropriate.

Upon completion, we will coordinate a work session with the County's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the County's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major CMS solution vendors in the market.

### Deliverable 10: RFP Package

- **Support the questions and answer period and facilitate a vendor pre-proposal conference.** The BerryDunn team will assist the project team in responding to vendor questions and developing corresponding addenda. Meanwhile, our project team will coordinate, plan, and lead a pre-proposal teleconference for interested vendors, facilitating the question-and-answer portion of the meeting. We will compile a list of questions raised and prepare suggested responses. These will be provided in a format that the County's project team can review, revise, and publish as an addendum to the RFP, as determined by procurement staff.
- 6.3 Perform an initial completion review of vendor proposals received, identify items for clarification, and develop a Proposal Summary Memo. We will facilitate the proposal review process to identify issues, risks, exceptions, omissions, and objections, compiling them into a single Proposal Summary Memo. The memo will identify key areas for

### RFP Package and Vendor Selection

consideration by the County's evaluation team related to each vendor's ability to meet minimum requirements, and their alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

- **Facilitate a Round 1 scoring meeting.** We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top two preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.
  - Deliverable 11: Proposal Summary Memo and Short-List Identification
- 6.5 Assist with planning for demonstrations and writing Demonstration Scripts. We will meet with the County's project team to discuss the format of vendor Demonstration Scripts based on the requirements developed. We will develop a draft Demonstration Script template that asks vendors to highlight functionality unique to the County's environment. Once the County approves the finalized version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.
  - > Deliverable 12: Demonstration Scripts
- **6.6 Facilitate on-site vendor demonstrations.** One BerryDunn team members will attend demonstrations and assist the County's project team with facilitation for a period of five days. Our project team's extensive background in the demonstration process will provide the County's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations. We have assumed three to five vendors will be invited for demonstrations.
- **Facilitate a Round 2 scoring meeting.** We will participate in the second round of vendor scoring following the final demonstration to identify the vendor or vendors that the County's project team should perform its reference checks on.
- **Assist with planning for reference checks and site visits.** We will assist the County's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the County's project team to discuss the suggested approach for the reference checks.
- **6.9 Facilitate a final scoring meeting.** We will participate in the final scoring meeting following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.
  - > Deliverable 12: Preferred Vendor Identification

### Contract Negotiation and Approval Assistance

7.1 Support the County in the contract negotiations and approval process. After final scoring activities, we anticipate supporting the County with the contract approval and negotiations process when and where it will benefit the County most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure the County's best interests are met and project goals and objectives are achieved.

Working collaboratively with the County's project team, the County's legal counsel, and the preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract, using the County's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the County's project team to help ensure
  that requirements are clearly defined and to establish that the County agrees to the
  schedule, implementation process, fee arrangement, scope of services, vendor
  resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to County leadership as it relates to receiving approval and contract execution

Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the County, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor.

Deliverable 13: Contract Negotiation Assistance

### 5. Project Team Qualifications

### 5.1 Project Team Overview

BerryDunn has carefully selected our proposed project team members from our Justice and Public Safety team to support the services requested by the County. Our team members bring valuable perspectives from their experiences providing project planning, project management, government public safety management, business process improvement services, and more. These team members have worked together on similar projects, which allows them to provide the County cohesive, unified, and efficient service.

Our team of individuals who will be "on the ground" and actively involved in the execution of this project include:

- Senior leaders who bring strong knowledge and decades of project management experience in developing and managing work plans for complex projects involving multiple team members, stakeholders, tasks, dependencies, and vendors. They are accustomed to proactively identifying risks to project schedules and working with clients to develop strategies to mitigate them so that key milestones are not missed.
- Experienced professionals in the courts domain who not only have certifications from the most respected professional organizations and academic institutions, but also have years of practice honing core capabilities essential for transforming business through process and technology. This "boots on the ground" perspective allows our team to relate to your stakeholders while offering practical and actionable recommendations aligned with industry best practices. We maintain our industry knowledge by participating in the National Center for State Courts association and publishing thought-leadership pieces based on valuable lessons learned from client work.
- Support resources to assist our project manager is keeping the project progressing on time and within budget. Further, BerryDunn has a bench of 300+ consultants to draw in as needed.
- SMEs in court operations and court technology with real practitioner and consultant experience.

On the following pages, we provide a brief bio along with each team member's role and responsibility on this project. For full project team resumes, please refer to Appendix A.



Doug Rowe | Project Principal PMP®, ITIL

Doug is principal of BerryDunn's Justice and Public Safety Practice, bringing over 40 years of IT industry experience—20 of which have been spent working with justice and public safety agencies. He works with agencies like the County with

process improvement, organizational development, and system selection and implementation projects. He brings a deep understanding of the justice and public safety operating environment and leverages this knowledge to develop recommendations that align with operational goals and objectives. This experience includes work with police agencies, courts, sheriff's offices, departments of corrections, and fire departments, among others.

### As project principal, Doug will:

- Have overall responsibility for the services we have proposed to the County
- ▲ Help ensure the commitment of our firm and appropriate resource allocation.
- Provide subject matter expertise related to courts, technology planning and procurement, and organizational change management
- Review and approve all deliverables in accordance with BerryDunn's quality assurance processes

Doug led a five-year CMS selection and implementation project with the Vermont Judiciary. He is currently overseeing BerryDunn's engagements with the MJB and Ellis County, Texas in CMS implementations. Further, he has worked with former clients in Saginaw County, Michigan and St. Clair County, Illinois on similar CMS initiatives.



**Alec Leddy | Project Manager** 

Alec is a former practicing attorney and Clerk of Court for the U.S. Bankruptcy Court for the District of Maine, where he managed an annual multimillion-dollar budget including all operational, technological, and administrative functions. In his

role as Clerk, Alec developed and wrote a new employee manual, managed the implementation of two case management systems and the transition from numerous on-premise to cloud-based work applications, including a VOIP solution, and many additional projects. As a consultant, Alec has worked with state, court, and local governments to assess and redesign court operations to be more efficient, whether through business process review or technology planning. He specializes in process improvement, strategic thinking, and systems integration.

### As project manager, Alec will:

- ▲ Act as the primary liaison with the County
- Maintain a constructive and clear line of communication between County staff and BerryDunn
- ✓ Plan and allocate resources and perform daily project and staff oversight
- Monitor project progress and track the initiation and completion of tasks and milestones
- Apply insights gained through leading six CMS projects over the last two years
- Oversee and coordinate development of project deliverables

Alec has worked with the Frisco, Texas Municipal Court; the Maryland Judiciary; the Saginaw County Courts (Michigan); the Vermont Department of State's Attorneys and Sheriffs; the MJB; and the Massachusetts District Attorneys Association on similar CMS initiatives.



Dave Wasson | Court SME JD. MBA

Dave is an experienced attorney with 30 years of diverse experience in the justice and public safety industry. He has held senior positions as a prosecutor, court executive, CIO, and engagement manager. In these roles, he has designed,

developed, and implemented large projects for court improvement, including collections. He designed and implemented Philadelphia's first Office of Court Compliance, which was charged with evaluating the \$1 billion book of court costs, fines, and restitution and determining ways to improve collections fairly. He also managed a broader public safety IT project portfolio of \$30 million for courts, jails, police, prosecution, and defense, and was responsible for the entire software development life cycle of each system. Dave recently retired as the CIO of the New Mexico Administrative Office of the Courts, in which he oversaw the technology department of a 200-judge court system, \$200 million annual budget, and 80 court locations.

### As a **court SME**, Dave will:

- ▲ Co-lead fact-finding activities with CMS users
- Support in helping ensure compliance with all federal and state requirements.
- ▲ Contribute subject matter expertise to all project deliverables to help ensure alignment with industry best practices

Dave is currently working with BerryDunn on multiple court-related projects, such as: a CMS implementation oversight project for six state agencies within the Commonwealth of Massachusetts; a document management system implementation with the Montgomery County, Pennsylvania Courts; and a business process improvement project with the Monroe County Circuit Court Clerk in Florida, among others.

### Supporting Resources

As noted, BerryDunn has a strong bench of consultants to draw upon. Below, we offer two representative team members from BerryDunn's Justice and Public Safety Practice who can support the County's project, as needed.



**Michele Weinzetl** | Law Enforcement SME Ed.D., Prosci® CCP

Michele leads BerryDunn's Public Safety Practice and has a 27-year policing career, 17 of which were spent as chief of police for three Minnesota cities. Prior to BerryDunn, Michele worked for the International Association of Chiefs of Police

(IACP), evaluating police departments' operations, management, and staffing capabilities, and conducting technical assistance and strategic planning projects for agencies across the country—ranging from 50 to 2,000+ officers. She is the former president of the IACP Minnesota chapter and former instructor at St. Cloud State University in public safety leadership. Michele is an expert in 21st Century Policing and industry best practices and brings extensive experience instructing hundreds of police officers and police executives in the areas of supervision, leadership development, and a variety of policing skills.

### As a **law enforcement SME**, Michele will:

- Contribute knowledge gained and lessons learned from working with the City of Urbana
- ▲ Meet with law enforcement project stakeholders, as needed

Beginning in December of 2022, Michele has worked with the City of Urbana to assess the service delivery of the Urbana police and fire departments. As part of this work, Michele gathered multijurisdictional stakeholders and held a brief crime symposium. Michele's ongoing project will help inform BerryDunn's approach to the County's project and will allow us to efficiently connect with the County's law enforcement stakeholder groups.



Kristy May | Business Analyst

Kristy is a consultant in BerryDunn's Justice and Public Safety Practice with 13 years of experience in the law enforcement and courts domain. Prior to joining BerryDunn, Kristy worked for an industry-leading software company as an implementation consultant, assisting public-sector agencies implement court-

related technology. She is a certified court clerk and has served as an assistant court administrator. She began her career in law enforcement, beginning first as a police officer and retiring as deputy sheriff after nine years. Kristy's perspective as an officer, vendor implementation consultant, and now an independent IT consultant gives her a well-rounded viewpoint of the relationship between technology and business processes. This allows for improved outcomes for our clients, as she can identify common pain points and bottlenecks.

### As a business analyst, Kristy will:

- Support discovery and analysis, including performing background research and supporting work sessions with CMS users
- Manage project documentation and project logs on the BerryDunn and County SharePoint site
- Schedule and coordinate meetings, take meeting notes, and perform follow-up activities (e.g.,) send/manage action items)
- Support project closeout activities (e.g., archiving project documents)

Kristy has supported numerous IT assessment, system selection, and implementation projects. She has served in a similar role for BerryDunn's projects with the City of Frisco, Texas; Ellis County, Texas; the Vermont Department of State's Attorneys and Sheriffs; Saginaw County, Michigan; and the Monroe County Circuit Court of Clerk, among others.

### 5.2 Project Management Approach

Below and on the following pages, we elaborate upon the approach and methodologies we will apply and tailor to the County's project. We do not subscribe to a "one-size-fits-all" approach and will heavily customize our work in collaboration with the County.

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from the Project Management Institute®'s A Guide to the Project Management Body of Knowledge Guide (PMBOK® Guide), Version 7.

Table 2 illustrates the standards of project management as defined by performance domains and project delivery principles that are critical for effective delivery of project outcomes.

Table 2: Performance Domains and Project Management Guiding Principles PMBOK® Guide, Version 7

Performance Domains							
1. Team	5. Navigatin	g Uncertainty and Ambiguity					
2. Stakeholders	6. Delivery						
3. Life Cycle	7. Performa	7. Performance					
4. Planning	8. Project W	8. Project Work					
	Principle-Based Standa	ards					
Stewardship	Holistic Thinking	Tailoring					
Team	Quality	Opportunities and Threats					
Stakeholders	Complexity	Value					
Adaptability and Resilience	Leadership	Change Management					

### Change Management Integration

Stakeholders' willingness to adopt new processes and technological tools plays a significant role in the success—or failure—of related projects. We have observed resistance to change in virtually all our engagements, and we will work with the County's project team to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained over 100 consultants to become Prosci® Certified Change Practitioners (CCPs). A central focus of the Prosci® change management approach is the belief that in order for change to work in an organization, individuals must be willing to change and understand change. Based on this belief, Prosci® developed the ADKAR change management approach, as defined below.

Table 3: Prosci® ADKAR Approach Philosophy of Change and Change Management

	Prosci® ADKAR Approach						
Α	Awareness	Recognizing the need for change					
D	Desire	Supporting and buying into the change					
K	Knowledge	Instilling knowledge necessary to guide the change					
Α	Ability	Providing skill sets and tools to change behaviors					
R	Reinforcement	Laying the foundation for long-term change					

Consistent with the Prosci® methodology, the County can expect an organizational change management approach to be integrated with the overall implementation project management controls.

### Communication Approach

Clear and well-timed communication is vital to the success of any project. Our intent is to involve County personnel as needed, make roles and responsibilities clear, and minimize impact to daily jobs. As part of project planning, we will identify the communication and awareness needs of each project stakeholder and the method and frequency of communication to meet those needs.

For the daily management and undertaking of project tasks, we strive to avoid unnecessary delays, enhance productivity, promote collaboration, and minimize barriers to participation. To that end, we utilize technology that is familiar or intuitive to most users in addition to our project resources assembled from years of public-sector consulting, as detailed in Figure 5.

Figure 5: Technology Toolkit The BerryDunn team keeps the lines of communication open.



### **Microsoft SharePoint**

We will use BerryDunn KnowledgeLink, a customized Microsoft SharePoint tool, to maintain project calendars and a secure repository of project documents



### Virtual Meeting Tools

We provide teleconference technology through Microsoft Teams and Zoom for online meetings and screen sharing. In addition, we have the capability for document sharing, storage, and internal chat.



### Microsoft Visio and the Office Suite

We use Visio for developing process flows, organizational charts, and business process diagrams and most of our deliverables are developed using common Microsoft Office software applications.



### **Project Artifact Templates**

We have a proven methodology we will utilize for this project that has been used numerous other times in recent years. These projects provide templates for project communications and other artifacts that we will leverage.

### 6.Cost Proposal

In Table 4, BerryDunn presents our fixed-fee price per project deliverable, inclusive of all travel expenses. We have developed our costs based on our detailed work plan, staffing and resource allocation, and the estimated level of effort from experience conducting similar projects in scope and size. BerryDunn does not charge for time traveling, so our costs reflect only the time that BerryDunn is working on the County's project. BerryDunn will submit monthly progress invoices based on the work completed toward each deliverable.

Table 4: Cost per Deliverable

No.	Deliverable	Cost
1	Project Work Plan and Schedule	\$6,800
2	Biweekly Status Updates	Included
3	Current System Analysis Section of the Needs Assessment Report	\$66,350
4	Market Research Section of the Needs Assessment Report	\$33,000
5	Cost Benefit Analysis Section of the Needs Assessment Report	\$9,300
6	Final Needs Assessment Report	\$4,000
7	Needs Assessment Report Presentation	\$3,500
	Total with value-add services*	\$122,950
	Total without value-add services*	\$107,350

<sup>\*</sup>Value add services are denoted as Task 2.1 and Task 2.2 in Section 4.2: Detailed Project Work Plan.

### Travel Assumptions

BerryDunn has anticipated **three** on-site trips throughout the duration of the project. Please refer to Section 4: Detailed Project Work Plan for details regarding each trip. We are happy to discuss and alter these assumptions, as desired.

### 7. Expected County Participation

BerryDunn is committed working closely with County stakeholders and leading a collaborative project. In turn, we assume the County will dedicate sufficient resources to support the project. We have developed our work plan based on the assumption that County staff will provide background documentation in a timely manner, coordinate on-site meeting space, identify appropriate participants for interviews, and facilitate the process of circulating deliverable documents for review.

BerryDunn acknowledges that project participants have daily responsibilities and limited time. As such, we will be considerate of the staff hours requested and do our best to plan project tasks accordingly as to not overwhelm County staff. We will provide clear communication prior to major milestones (such as interviews, surveys, and deliverable review) so County staff can allocate their time appropriately.

Below, we detail the estimated time commitment of County's stakeholders as it relates to their involvement in the requested work effort. We look forward to working in collaboration with the County in determining its resource needs and customizing our approach to best support the initiative.

Table 5: Estimated Time Commitment by Project Role

Role	Estimated Time Commitment
Project Sponsor	20 – 30 hours
Project Manager/Project Lead	80 – 90 hours
Project Team	30 – 60 hours
CMS End Users	4-8 hours per person
Technical and IT Staff	8 – 10 hours

### 8. Why Berry Dunn?

County's project, as evident in the key points that follow. BerryDunn has the credentials, experience, and bench of experts necessary to successfully lead the

### Our commitment to independence and objectivity.

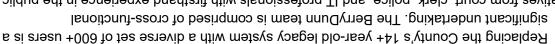
a systems integrator or software development company allows us to make unbiased, We do not enter partnerships with companies that could impair our objectivity. Not being

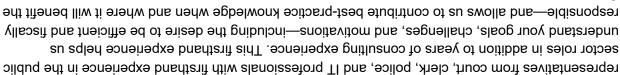


County helps BerryDunn serve as a trusted advisor. We are uniquely positioned to provide objective with IT systems vendors or fiscal agents. Our independence and ability to focus on the needs of the independent recommendations. Further, BerryDunn does not partner with, consult for, or subcontract

guidance to the County.







Our deep expertise in CMS system selection and implementation.



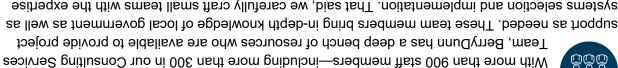
County most.

clients is a core service of our firm and of our proposed team. In fact, we have conducted Providing systems planning, selection, and implementation services to local government

an RFP that is clearly understood by our clients and vendors alike, allowing for a fair and objective ensure all perspectives are heard, builds consensus and support for final outcomes, and develops user experience once the system is live. We specialize in leading a collaborative process that helps impact the implementation phase and how the project as a whole can positively or negatively impact specific projects. As a result, we understand how decisions made during system selection can more than 150 comparable engagements for a variety of public-sector clients and nearly 10 CMS-

evaluation process.





assure the County that the proposed team members will remain committed to this project. on similar projects in the past, which allows us to operate efficiently and effectively, which can help needs of each client. The County will benefit from our team members' experience working together and experience customized to each project, and we can adapt our approach to meet the unique systems selection and implementation. That said, we carefully craft small teams with the expertise

### Our extensive experience reviewing business processes and providing actionable recommendations.

Nearly all of our consulting engagements involve business process improvement, whether as a standalone service or as part of a multi-faceted engagement. As a result, we are well-versed in reviewing and assessing the processes, procedures, systems, controls, and programs that support our clients' needs. We leverage our observations, as well as our knowledge of industry best practices (as set forth by industry groups such as the National Center for State Courts and the National Association of Court Management) to identify opportunities to strengthen the efficiency, effectiveness, and accuracy of our clients' operations. Not only that, but we integrate a disciplined change management approach to our work, using the Prosci® change management methodology as a foundation. The County's stakeholders have opportunities to provide input, support, and buy-in for all decisions—helping to ensure that the proposed changes are actionable and achievable.



### Our demonstrated success in serving clients in Illinois.

BerryDunn has developed a trustworthy reputation through serving clients in the State of Illinois through previous or ongoing consulting engagements with the clients below.

Figure 6: Illinois Clients Served by BerryDunn

The County will have confidence in BerryDunn's successful track record of serving state, local, and university clients in Illinois.



### Municipal and County Governments

### City of Urbana

Chicago Metropolitan Agency

for Planning

City of St. Charles

**DuPage County** 

Elmhurst Park District

Lake County

Northbrook Park District

Peoria County

St. Charles Park District

### **Higher Education**

Western Illinois University

St. Clair County

Village of Downers Grove

Village of Lincolnwood

Village of Oak Park

Village of Schaumburg

Western DuPage Special

Recreation Association

Wheeling Park District

Wilmette Park District

Columbia College Chicago

In addition, we have a proven track record of serving clients in your neighboring states, including Scott County and City of Bettendorf, Iowa; Waukesha County, Wisconsin; and other local and state government clients in Iowa, Kentucky, Missouri, and Wisconsin.

### **Appendix A: Team Resumes**



**Doug Rowe** ITIL, PMP® Project Principal

### Special Qualifications

20 years of working with justice and public safety agencies; 40 years of IT experience

Expertise in court, prosecutor and public defender business processes, operations, and technology

### **Education and** Certifications

BS, Math and Computer Science, University of New Hampshire

**Project Management** Professional® (PMP®), **Project Management** Institute®

Information Technology Infrastructure Library (ITIL) Foundation Certification

**Doug Rowe** leads BerryDunn's Justice and Public Safety Practice, assisting state and local governments with executive IT leadership, project management, enterprise system deployment, quality assurance, and strategic technology services. He has over 40 years of IT industry experience--20 of which have been spent with justice and public safety agencies. He has presented at the national and regional level, sharing his knowledge of technology and training to support justice and public safety efforts.

### **Representative Project Experience**

Prosecution Case Management System Replacement, Vermont State's Attorneys and Sheriffs, Vermont – Principal and Engagement Manager

Court Case Management System Replacement, Maine Judicial Branch, Maine - Principal and Engagement Manager

Justice & Public Safety Systems Replacement Initiative, Ellis County, Texas - Principal and Engagement Manager

Offender Management System Selection, Maine Department of Corrections, Maine – Principal and Engagement Manager

### **Key Experience**

Systems Modernization: Doug has decades of experience leading projects focused on planning, requirements development, procurement, and implementation of system modernizations. He has provided engagement and project management support for computer-aided dispatch, records management system, and jail management system implementations, as well as projects related to ERP systems; case management systems; offender management systems, and other justice and public safety systems. Prior to joining BerryDunn, he led a \$10 million enterprise-level case management software development project for a state department of corrections, which resulted in a successful implementation.

Business Process Improvement: Doug has extensive experience working with justice and public safety agencies to review and map existing processes, identify inefficient activities, and recommend process changes to improve output metrics. He has overseen comprehensive police department assessments; assessed business and technical requirements for state agencies; led statewide public safety risk assessments; and facilitated strategic planning efforts to guide resource allocation. His recommendations are rooted in decades of consulting and industry best practices.



Alec Leddy, JD JD Project Manager

### **Special Qualifications**

Juris doctorate degree with 20+ years of experience as Clerk of Court

Extensive experience assisting court, prosecution, and district attorney clients select and implement integrated solutions

### Education and Certifications

JD, University of Maine School of Law, *Dean's List* 

BA, University of Southern Maine, *Summa Cum Laude* 

Alec Leddy is a senior consultant in BerryDunn's Justice and Public Safety Practice. He has spent the majority of his career as the Clerk of Court for the U.S. Bankruptcy Court, District of Maine. In this role, he participated in policy, leadership, and management initiatives at the local and national level and ran a government entity with a multimillion-dollar budget. Alec has also litigated in state and federal court, counseled clients, and taught classes about debt, credit, and budgeting to high school and college students. He excels at finding creative paths forward and digging into details to find solutions that have escaped attention. He specializes in process improvement, strategic thinking, and systems integration.

### Representative Project Experience

**COTS Prosecution Case Management System Replacement,** Vermont State's Attorneys and Sheriffs, Vermont – Project Manager

**COTS Court Case Management System Replacement,** Maine Judicial Branch, Maine – Principal and Engagement Manager

**Business Process Improvement,** Monroe County Circuit Court of Clerks – Project Manager

**Prosecution Case Management System Planning**, Massachusetts District Attorneys Association, Massachusetts – Project Manager

Court and Prosecution Case Management System Selection and Implementation, Ellis County, Texas – Project Manager

**Municipal Court Case Management System Replacement Project,** City of Frisco, Texas – Project Manager

**Prosecution Digital Evidence Management**, Scott County, Iowa – Project Manager

Online Dispute Resolution Procurement, Vermont Judiciary, Vermont – Project Manager

**Prosecution System Needs Assessment**, Minnehaha County, South Dakota – Project Manager

### **Key Experience**

**System Selection and Implementation:** Since joining BerryDunn, Alec has specialized in providing system selection and implementation advisory services to clients within the courts domain. He has worked with prosecutors, judges, clerks, IT directors, and CIOs to assess, advise, and help implement prosecution and court case management systems.

**Court Management:** As Clerk of Court, Alec managed an annual \$1.5 million budget and all operational, technological, and administrative functions across two court locations. He led and supervised a staff of 14-22, served as CEO to the judges' board of directors, developed and implemented the first performance management program for the court, and rewrote the Internal Controls Manual.



Dave Wasson MBA, JD Subject Matter Expert Special Qualifications

30 years of court experience

Court system technology management

### Education and Certifications

Master of Business Administration, Eastern University Juris Doctor, Temple University Bachelor of Arts, Temple University **Dave Wasson** brings more than 30 years of court experience as a litigator, administrator, and court technology expert. He holds an MBA and a JD with C-suite experience. He joins the BerryDunn team as a subcontractor resource after retiring as CIO of the New Mexico Administrative Office of the Courts.

### Representative Project Experience

CIO, New Mexico Administrative Office of the Courts: Dave managed the technology department of a 200-judge unified court system supporting 2,000 staff members (including 100 IT staff members), a \$200M annual budget, and 80 court locations. During his time, he transformed the IT Department culture from a reactive, process-heavy mindset to a proactive, results-mindset. He led the implementation of a suite of Tyler Technology products as well as non-Tyler products.

Engagement Manager, City of Philadelphia: In this role, Dave designed and developed the Office of Court Compliance which was established for the purpose of improving court collections. The goal was to evaluate the \$1 billion book of court costs, fines, and restitution to determine ways to improve collections. He also managed a broader public safety IT project portfolio of \$30 million for courts, jails, police, prosecution, and defense, and was responsible for the entire software develop life cycle of each system. (Implementations included a Criminal Case Management System, Online Dispute Resolution System, Court date text notification system, and a Prison Case Management System.) By running through the full software development lifecycle process for these projects, he has gained a deep understanding of the courts, its stakeholders, and agile project management.

**District Court Administrator, Philadelphia Administration Office of the Courts:** Following three years as Assistant District Attorney, Dave was appointed as District Court Administrator, representing the court with all levels of C-suite representatives in federal, state, and local levels of government. He served as the Chief Executive for a large urban county trial court with 125 judges, 2,500 staff members, \$150M annual budget, and six court facilities.

### **Key Experience**

**Revenue Collection Assessment,** Maryland Administrative Office of the Courts, Maryland – Subject Matter Expert

**Business Process Improvement,** Monroe County Circuit Court of Clerks – Subject Matter Expert

**Court Case Management System Implementation,** Montgomery County, Pennsylvania – Project Manager

**Legal Case Management System Implementation Oversight,**Massachusetts Executive Office of Technology and Security Services –
Project Manager

### Appendix B. Completed Projects Within the Last Five Years

Below and on the following pages, is a summary of public-sector system consulting projects with which our firm has assisted in the last five years. We also provide population data to offer additional context regarding our experience.

Due to this extensive project list, and to maintain a level of privacy for our clients, we have opted not to include client contact information. Should the County wish for more information regarding any of these projects, we would be happy to provide it upon request.

Table 6: Local Government Systems Consulting Experience Within the Last Five Years

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI / RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Cou	nties and	Regional	Governm	ents			
Berks County, Pennsylvania (415,000)	•	•	•	•	•	•	
Carver County, Minnesota (102,100)						•	•
Chesterfield County, Virginia (353,000)	•	•	•	•	•	•	
Clark County, Washington (488,000)	•	•	•	•	•	•	•
Coconino County, Arizona (140,000)						•	•
Doña Ana County, New Mexico (218,000)	•	•	•	•	•	•	
Ellis County, Texas (185,000)	•	•	•	•	•	•	•
Goochland County, Virginia (23,000)	•	•	•	•	•	•	•
Guilford County, North Carolina (537,000)							•
Hamilton County, Indiana (338,000)	•	•	•	•	•	•	•
Henrico County, Virginia (325,000)	•	•	•	•	•		
Kaua'i County, Hawai'i (72,000)	•	•	•	•	•		
Maui County, Hawai'i (167,000)	•	•	•	•	•	•	
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	

						•	City of Brighton, Colorado (40,000)
•							City of Boulder, Colorado (105,000)
•	•	•	•	•	•	•	City of Boca Raton, Florida (91,000)
•	•	•	•	•	•	•	City of Beaverton, Oregon (97,000)
•	•	•	•	•	•	•	City of Avondale, Arizona (85,000)
•	•	•	•	•	•	•	City of Aurora, Colorado (369,000)
•	•	•	•	•	•	•	City of Amarillo, Texas (199,000)
•							City of Alameda, California (79,000)
				se	ilisqibiliti	ıΜ	
•	•	•	•	•	•	•	Yamhill County, Oregon (107,000)
•	•	•	•	•	•	•	Washington County, Minnesota (252,000)
•	•	•	•	•	•	•	Sussex County, Delaware (200,000)
•	•	•	•	•	•	•	Scott County, Iowa (166,000)
•	•	•	•	•	•	•	Saginaw County, Michigan (191,000)
•							Person County, North Carolina (39,000)
•	•	•	•	•	•	•	Peoria County, Illinois (179,000)
•	•	•	•	•	•	•	Outagamie County, Wisconsin (184,000)
•	•	•	•	•	•	•	Montgomery County, Pennsylvania (831,000)
•	•	•	•	•	•	•	Monroe County, Florida (74,000)
•	•	•	•	•	•	•	Mobile County, Alabama (415,000)
•	•	•	•	•	•	•	Minnehaha County, South Dakota (183,000)
•	•	•	•	•	•	•	Louisville/Jefferson County Metro, Kentucky (740,000)
Implementation Assistance	Contract Negotiations and Approval	Vendor Selection	Evaluation Criteria Development	RFI / RFP Development	Requirements Definition	Needs Assessment	
		Juəmə/	yovni s'nnu	BerryDu			

•			•	•	•	•	City of Irving, Texas (230,000)
	•	•	•	•	•	•	City of Irvine, California (273,000)
							(000,711)
•	•	•	•	•	•	•	City of Independence, Missouri
•	•	•	•	•	•	•	City of Helena, Montana (32,000)
•							City of Grand Prairie, Texas (193,837)
•	•	•	•	•	•	•	City of Glendale, Arizona (237,000)
						•	City of Garland, Texas (238,000)
						•	City of Gaithersburg, Maryland (68,000)
•	•	•	•	•	•	•	City of Gahanna, Ohio (35,000)
•	•	•	•	•	•	•	City of Frisco, Texas (177,000)
•	•	•	•	•	•	•	City of Fountain Valley, California (56,000)
					•	•	City of Fort Collins, Colorado (165,000)
•	•	•	•	•	•	•	City of Farmers Branch, Texas (35,000)
	•	•	•	•	•	•	City of Fargo, North Dakota (122,000)
•	•	•	•	•	•	•	City of Edina, Minnesota (52,000)
•							City of Duncanville, Texas (40,000)
•	•	•	•	•	•	•	City of Dover, Delaware (37,453)
•	•	•	•	•	•	•	City of Detroit, Michigan (675,000)
	•	•	•	•	•	•	City of DeSoto, Texas (53,000)
	•	•	•	•	•	•	City of Danville, Virginia (41,000)
•	•	•	•	•	•	•	City of Coral Springs, Florida (128,000)
	•	•	•	•	•	•	City of Cedar Falls, Iowa (41,000)
•							City of Burlington, Vermont (43,000)
•	•	•	•	•	•	•	City of Broken Arrow, Oklahoma (112,000)
lmp Ass	Contract Negotiations and Approval	Vendor Selection	Evaluation Criteria Development	RFI / RFP Development	Requirements Definition	Needs Assessment	
Implementation Assistance	ons and	lection	riteria nt			sment	

			BerryD	unn's Invol	vement		
	Needs Assessment	Requirements Definition	RFI / RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of La Mesa, California (60,000)	•						
City of Lakeville, Minnesota (64,000)	•	•	•	•	•	•	•
City of Lawrence, Kansas (96,000)	•	•	•	•	•	•	•
City of Livermore, California (90,000)	•	•	•	•	•	•	
City of Long Beach, California (470,000)							•
City of Mansfield, Texas (70,000)	•	•	•	•	•	•	
City of McKinney, Texas (181,000)	•	•	•	•	•	•	•
City of Midland, Texas (119,000)	•	•	•	•	•	•	•
City of Minot, North Dakota (48,000)						•	•
City of Ormond Beach, Florida (42,000)							•
City of Philadelphia, Pennsylvania (1,581,000)	•	•					
City of Plano, Texas (287,000)	•	•	•	•	•	•	
City of Puyallup, Washington (41,000)						•	•
City of Redding, California (92,000)	•	•	•	•	•	•	•
City of Richland, Washington (53,000)	•	•	•	•	•	•	•
City of San Leandro, California (90,000)	•	•	•	•	•	•	
City of Santa Fe, New Mexico (70,000)	•	•	•	•	•	•	•
City of Simi Valley, California (126,000)							•
City Spokane Valley, Washington (98,000)	•	•	•	•	•	•	•
City of St. Charles, Missouri (70,000)	•	•	•	•	•	•	
City of Sugar Land, Texas (89,000)			•	•	•	•	•
City of Surprise, Arizona (121,000)	•	•	•	•	•	•	•
City of Tampa, Florida (388,000)	•	•	•	•	•	•	•
City of Tucson, Arizona (525,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI / RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Weatherford, Texas (31,000)	•	•	•	•	•	•	•
City of Wheat Ridge, Colorado (31,000)	•	•	•	•	•	•	
City of Wilmington, North Carolina (117,000)	•	•	•	•	•	•	•
City of Worcester, Massachusetts (185,000)	•	•	•	•	•	•	•
Town of Lisbon, Maine (9,000)							•
Village of Downers Grove, Illinois (49,000)	•	•	•	•	•	•	•
Village of Oak Park, Illinois (52,000)	•	•	•	•	•	•	•

### Appendix C. Contract Exceptions

BerryDunn respectfully requests to make an exception in the indemnification language (page 7) as written in the RFQ to the extent it applies to professional services. BerryDunn has a robust professional liability policy for acts or omissions of BerryDunn, our agents, employees, and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify a client for its own negligence. In order to help ensure that our clients have the protection of this policy, we ask to use the following language instead:

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor shall not be obligated to indemnify the Client for the Client's own negligence.

Lastly, as is industry standard, we cannot name a client as an additional insured on our Professional Liability or Workers' Compensation policy (described on page 12) but may list them as a certificate holder.



### **EXHIBIT C**

July 14, 2023

County of Champaign Attn: Lori Hansen, Court Administrator 101 East Main Street Urbana, IL 61801

Submitted via email to Ihansen@champaigncountyil.gov

Dear Lori,

We have estimated the cost for Phases 5-7 as requested:

No.	Deliverable	Cost					
	Phase 5 – Requirements Definition						
8	Draft Specification Document	\$8,000					
9	Final Specification Document	\$6,500					
	Phase 6 – RFP Package and Vendor Selection						
10	RFP Package	\$16,700					
11	Proposal Summary Memo and Short-list Identification	\$9,200					
12	Demo Scripts	\$5,000					
13	Preferred Vendor Identification	\$9,500					
	Phase 7 – Contract Negotiation and Approval Assistance						
14	Contract Negotiation Assistance	\$6,900					
	Total (Phases 5 – 7)	\$61,800					

Please note in our proposal Deliverable 13 was mistakenly marked as Deliverable 12, and thus Deliverable 14 mistakenly marked as Deliverable 13. This is corrected in this table.

Should you have any further questions, please do not hesitate to contact us directly. I look forward to hearing from you soon.

Sincerely,

Dougly Muse

Doug Rowe, PMP®, ITIL(F) | Principal

Government Consulting Group I Justice & Public Safety Practice

t/f: 207-541-2330 | e: drowe@berrydunn.com

### **John Sweeney**

**From:** John Sweeney

Sent: Wednesday, August 2, 2023 3:26 PM

**To:** John Sweeney

**Subject:** FW: BerryDunn Thanks You!

From: Doug Rowe

Sent: Wednesday, August 2, 2023 7:45 AM

To: Susan W. McGrath <smcgrath@co.champaign.il.us>; Lori Hansen <lhansen@champaigncountyil.gov>

Cc: Amanda Carreiro <Amanda.Carreiro@berrydunn.com>; Carolyn Del Vecchio <cdelvecchio@berrydunn.com>; Alec

Leddy <aleddy@berrydunn.com>
Subject: RE: BerryDunn Thanks You!

Thank you, Lori and Susan. To clarify, the valued added services are indicated below as Tasks 2.1 and 2.2. They have been included in the pricing. The Contract Negotiation Services (Deliverable 14) will be omitted from the draft contract, and is not included in the table below, which represents all the deliverables to be included in the contract. Tasks 2.1 and 2.2 are used to inform Deliverable 4 in that table.

I hope that helps. Again, we plan to submit a draft contract by the end of this week.

Thank you again for this wonderful opportunity.

### Doug

Doug Rowe, PMP | Principal BerryDunn Consulting Team d/f: 207.541.2330 | c: 207.615.5336

https://www.berrydunn.com/industries/justice-and-public-safety

Our mission is to help each client create, grow, and protect value.

From: Susan W. McGrath <smcgrath@co.champaign.il.us>

Sent: Tuesday, August 1, 2023 5:11 PM

To: Lori Hansen < <a href="mailto:lhansen@champaigncountyil.gov">! Doug Rowe < <a href="mailto:drowe@berrydunn.com">drowe@berrydunn.com</a>>

Cc: Amanda Carreiro <Amanda.Carreiro@berrydunn.com>; Carolyn Del Vecchio <cdelvecchio@berrydunn.com>; Alec

Leddy <aleddy@berrydunn.com>
Subject: RE: BerryDunn Thanks You!

The only question we had there was whether the additional services included contract negotiation, which we do not need. If that is one of the value added services, we don't need it. Thanks so much! Susan

From: Lori Hansen < <a href="mailto:lhansen@champaigncountyil.gov">lhansen@champaigncountyil.gov</a>>

Sent: Tuesday, August 1, 2023 4:06 PM

To: 'Doug Rowe' <drowe@berrydunn.com>; Susan W. McGrath <smcgrath@co.champaign.il.us>

Cc: Amanda Carreiro < Amanda. Carreiro @berrydunn.com >; Carolyn Del Vecchio < cdelvecchio @berrydunn.com >; Alec

Leddy <aleddy@berrydunn.com>
Subject: RE: BerryDunn Thanks You!

### Wonderful, thank you!

I am adding Susan McGrath, our Circuit Clerk, to this email because we ask that you send the proposed contract to both of us since I will be out of the office Thursday and Friday. She can make sure the draft gets to the rest of our team for review.

In the meantime, you assumed correctly that we would like to include the "value-add services."

Thank you again!

Lori

**Court Administrator** 

New email address effective 7/14/23: <a href="mailto:lhansen@champaigncountyil.gov">lhansen@champaigncountyil.gov</a>

From: Doug Rowe < <a href="mailto:drowe@berrydunn.com">drowe@berrydunn.com</a>>
Sent: Tuesday, August 1, 2023 10:15 AM

To: Lori Hansen < <a href="mailto:lhansen@champaigncountyil.gov">lhansen@champaigncountyil.gov</a>>

Cc: Amanda Carreiro < Amanda. Carreiro @berrydunn.com >; Carolyn Del Vecchio < cdelvecchio @berrydunn.com >; Alec

Leddy <aleddy@berrydunn.com>
Subject: RE: BerryDunn Thanks You!

CAUTION: External email, be careful when opening.

Lori, we are very pleased to hear this news, and excited to get started on this important project with the County. I will pull together a draft contract to include the originally-proposed deliverables plus deliverables 8-13 as described in our letter provided upon your request for these additional services. Below is a table that reflects these deliverables and the overall total cost.

No.	Deliverable	Cost
1	Project Work Plan and Schedule	\$6,800
2	Biweekly Status Updates	\$66,350 \$33,000
3	Current System Analysis Section of the Needs Assessment Report	
4	Market Research Section of the Needs Assessment Report	
5	Cost Benefit Analysis Section of the Needs Assessment Report	\$9,300
6	Final Needs Assessment Report	\$4,000
7	Needs Assessment Report Presentation	\$3,500
8	Draft Specification Document	\$8,000
9	Final Specification Document	\$6,500
10	RFP Package	\$16,700
11	Proposal Summary Memo and Short-list Identification	\$9,200
12	Demo Scripts	\$5,000

13	13 Preferred Vendor Identification		
	Total with val	lue-add services \$177,850	

For purposes of this contract, we have assumed that you require the "value-add services" described in Phase 2 as:

- Task 2.1: Schedule and conduct visioning exercises
- Task 2.2: Conduct vendor demonstrations

Please let me know if this assumption is inaccurate, if you have any questions about the table above.

Thank you again for this wonderful opportunity to work with your team. I will send you the draft contract before the end of this week.

Doug

**Doug Rowe, PMP** | Principal BerryDunn Consulting Team

d/f: 207.541.2330 | c: 207.615.5336

https://www.berrydunn.com/industries/justice-and-public-safety

Our mission is to help each client create, grow, and protect value.

From: Lori Hansen < <a href="mailto:lhansen@champaigncountyil.gov">lhansen@champaigncountyil.gov</a>>

Sent: Tuesday, August 1, 2023 10:46 AM
To: Doug Rowe <drowe@berrydunn.com>

Cc: Amanda Carreiro <Amanda.Carreiro@berrydunn.com>; Carolyn Del Vecchio <cdelvecchio@berrydunn.com>; Alec

Leddy <aleddy@berrydunn.com>
Subject: RE: BerryDunn Thanks You!

Good morning, Doug and all,

Congratulations to you and your team for being our selection committee's top choice to provide consulting services on our project described in Champaign County RFQ 2023-003.

We are in the process of compiling our documentation for presentation to the Champaign County Board later this month. At your earliest convenience, please send a proposed contract to me via email. In the draft contract, would you be able to eliminate No. 14 from the attached list (Phase 7 - Contract Negotiation and Approval Assistance)?

I look forward to hearing from you soon.

Thank you,

Lori K. Hansen (she/her) Champaign County Court Administrator Court Disability Coordinator http://www.co.champaign.il.us

New email address effective 7/14/2023: <a href="mailto:lhansen@champaigncountyil.gov">lhansen@champaigncountyil.gov</a>

From: Doug Rowe <drowe@berrydunn.com>

Sent: Friday, July 14, 2023 8:14 AM

To: Lori Hansen < <a href="mailto:lhansen@champaigncountyil.gov">lhansen@champaigncountyil.gov</a>>

Subject: BerryDunn Thanks You!

CAUTION: External email, be careful when opening.

Lori, again our team thoroughly enjoyed yesterday's discussion with the County's evaluation team. Attached is a brief thank you letter that you may send to the team, as appropriate. Also attached is a copy of the presentation deck that we used yesterday to guide the discussion.

Finally, also attached is our cost proposal for optional Phases 5-7 of the project (RFP development through contract negotiations).

If you have any questions before your team makes its final decision, please don't hesitate to reach out to us.

Thank you again! Doug

Doug Rowe, PMP | Principal BerryDunn Consulting Team d/f: 207.541.2330 | c: 207.615.5336

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