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# Request for Proposals

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TechShare Justice

Criminal Courts Platform

**Issued: December 22, 2011**

**Proposals Due: January 18, 2012,  
5:00 p.m. Central Time**

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## 1 Introduction

The Texas Conference of Urban Counties (Urban Counties) is a non-profit organization composed of thirty-seven (37) member counties in the state of Texas. Member counties represent approximately 80% of the population of the State of Texas. Urban Counties has initiated a program to combine the efforts of the member counties to develop and implement enterprise software applications that can be shared by the member counties. This Request for Proposals (RFP) is a result of that initiative.

The Introduction section of this RFP provides prospective vendors with an overview of the Urban Counties' RFP for TechShare Justice - Criminal Courts.

The topics covered in this section include:

- 1.1 Background on Urban Counties, TechShare, and endeavors leading up to this RFP; and
- 1.2 Purpose of this Solicitation.

An electronic copy of this RFP can be downloaded from [www.cuc.org](http://www.cuc.org). Select "TechShare" from the left menu bar, then "Criminal Courts RFP" under the "Adult Case Management System (ACMS)" section.

### 1.1 Background

There is a major movement underway in Texas counties to improve their justice information systems. The new generation of systems is frequently referred to as integrated justice information systems. This integration occurs at two levels:

- (1) Comprehensive system architecture that serves the needs of all justice-related and law enforcement agencies within a county; and
- (2) Ability to share and exchange a county's justice information with other governmental entities, including other local, state, and federal agencies. By the single entry of data in a county's system, the information is made available to all county justice agencies, as well as to other local, state, and federal agencies.

The need for sharing data is not new. Counties have performed some level of data sharing for a number of years. This sharing has often been accomplished through the laborious, redundant entry of data into different systems, or through specialized software developed to support the data exchange process. However, there are increasing demands for enhanced levels of data exchange and system integration. These demands strain existing systems and processes and often require substantial investments in aging systems built on out-of-date technology platforms.

Over the past six years, a number of Texas counties have replaced their core justice systems through the Urban Counties' TechShare program. In 2005, the participating member counties collaborated on a competitive procurement that resulted in a contract with Tyler Technologies for the Odyssey justice system modules and components. This contract continues to serve the needs of the participating member counties and will be carried forward into the future as long as it provides value to member counties.

In the next five years, several larger Texas counties will have efforts underway to replace or significantly enhance their existing justice systems. The focus will be on developing and/or acquiring systems that can be readily integrated with one another. A priority will be obtaining or building systems that the counties can own and operate through the Urban Counties.

Urban Counties has recognized that there are substantial potential benefits to be achieved through the coordination and standardization of these projects. If the counties perform these projects independently, the total cost would be much greater than if the counties collaborate on a shared solution. Costs can be reduced dramatically through the coordination and leveraging of efforts, and standardization of the work-products.

### 1.1.1 Texas Conference of Urban Counties

The Texas Conference of Urban Counties was formed in 1974 by the six most populous counties in Texas: Harris, Dallas, Bexar, Tarrant, El Paso and Travis. The purpose was to provide a forum for urban county commissioners court members to discuss county government issues in urban Texas and to forge a united front with state officials on urban issues. Because Texas has 254 counties, and only a relative handful with urban issues, it was difficult for the statewide county associations to address or devote significant resources to the specific needs of urban counties. Since its inception, the Urban Counties' focus has been to advance the unique interests of urban counties in the state policy making process.

Over the years, other urban counties and urbanizing counties have recognized the benefit of belonging to the Conference of Urban Counties. Today there are 37 member counties representing roughly 80% of the population of the state of Texas.

The Urban Counties supports and coordinates communications among member counties, studies policies and programs of the State of Texas that affect urban counties, advocates county issues – primarily at the state level – and provides training and education programs appropriate for urban county officials. All services and activities are pursued for benefit of the people of Texas.

Major member services of Urban Counties include:

**Legislative Representation:** The Urban Counties represents the collected interests of Texas urban counties with state agencies and the legislature. An overwhelming majority of the Urban Counties resources are spent on this mission.

**Urban Counties Membership Luncheons:** The Urban Counties meets quarterly when the legislature is not in session, and meets monthly when the legislature is in session to discuss state policy issues.

**Educational Events:** The Urban Counties holds a major continuing education conference in the spring of even-numbered years (when the Texas legislature is not meeting) and holds regular educational events on issues of interest to urban county officials.

**TechShare:** Through TechShare, counties can pool their efforts and purchasing power to obtain higher quality technology resources at a lower cost.

Under the Urban Counties Constitution and Bylaws, a county is eligible for membership if it: (1) has a population of 100,000 or more in the last Census; or (2) is one of two adjacent counties that form one Metropolitan Statistical Area (MSA) with a total population greater than 100,000. A county may also apply for membership in the Urban Counties if it is contiguous to a member county and within the same MSA as determined by the US Census Bureau.

For more information on Urban Counties, refer to [www.cuc.org](http://www.cuc.org).

### 1.1.2 TechShare

Urban Counties created the TechShare program in 2004. The primary goal of TechShare is to save taxpayers' dollars by providing a means for counties to pool their resources on a voluntary

basis to improve and extend the capabilities of each county's information technology (IT) infrastructure and systems. A secondary goal of TechShare is to provide a means for counties to share scarce IT resources that would generally not be available to all members or would be available but at a higher cost.

The TechShare program includes collaborative projects and shared resources. Resources can be a shared assets, expertise or services.

TechShare projects are collaborative efforts where participants save money by sharing the cost of a project. A "project" refers to an organized effort with a fixed budget, duration and deliverables that provides value to participating urban counties, such as the Criminal Courts project described in this RFP. A project may involve system design, application development or acquisition, asset enhancement, services and other collaborative efforts under the TechShare program. Projects produce deliverables that are defined, accepted, and shared among the participating members. When a project produces a deliverable, it is the property of the Texas Conference of Urban Counties and can be shared by member counties at an incremental cost for providing the county with access to the deliverable.

By sharing information technology resources, counties will have access to higher quality systems built to Texas county requirements at a lower cost than if the counties each pursued their own individual technology initiatives.

For more information on Urban Counties' TechShare program, refer to [www.cuc.org](http://www.cuc.org). Select "TechShare" from the left menu bar.

### **1.1.3 Common Integrated Justice System (CIJS)**

Urban Counties, through its TechShare program, initiated the CIJS project in 2004 in anticipation of member county expenditures of more than \$150 million on separate integrated justice information systems through 2010. The CIJS project replaced many of those separate efforts with a unified process that reduces duplication, leverages existing work, increases market power, and provides each participating county with a newer justice system at a greatly reduced cost. The initial phases of the CIJS project resulted in a "roadmap" and strategic plan for integrated justice among member counties. A comprehensive requirements document was developed that served as the basis for defining the system and technology needs for participating counties. A competitive procurement was conducted by the Urban Counties to determine the best product(s) on the market to meet the requirements for county justice systems

The CIJS project resulted in the acquisition of a contract with Tyler Technologies whereby member counties can license the Odyssey justice system modules and components necessary to operate their justice programs. Implementation services are also available through the CIJS project from Tyler Technologies and other qualified firms that offer specialized implementation services such as project management, business process analysis, data conversion, integration software, documentation, and training. An Urban Counties member who wishes to license an integrated justice system through the CIJS project can do so by entering into an interlocal agreement through the TechShare program.

In the fall of 2010, the Urban Counties initiated a strategic planning project to update the CIJS justice systems strategic plan. The specific focus for the project was adult criminal case management. Eight counties participated in the project.

The scope of the project, known as ACMS Phase 1, included:

- ◆ Developing draft rules for the electronic filing of documents to the criminal courts;
- ◆ Updating the CIJS strategic plan; and
- ◆ Preparing project proposal(s) to begin developing the next generation of integrated justice software for the counties in accordance with the new CIJS Roadmap.

During this strategic planning process, project participants ranked the development of a criminal courts system as one of their three highest immediate needs.

#### **1.1.4 CIJS Vision**

As part of the ACMS Phase 1 Project, the Urban Counties refined and affirmed the vision for providing a common integrated justice system for Texas counties. The vision is based on the following basic principles:

- The Urban Counties will lead a collaborative software definition, design and development process that includes the Urban Counties technical staff; participant subject matter experts and technical staff; and vendor-supplied staff, where necessary.
- The integrated justice system that results from this project will be built on a standards-based platform that can be readily configured to meet the different requirements for “business processing” among the participants and readily integrated with the participants’ legacy environments.
- The integrated justice system will be “evergreen,” i.e. the system will be kept current with the latest technologies through an evolutionary process. Funding will be provided each year as part of the maintenance and operations budget for this purpose.
- The integrated justice system will be owned and operated by the Urban Counties so that the participants can collectively “control their destiny” with regard to ongoing operation, maintenance and enhancement of the system.

In order to realize the CIJS Vision, a project proposal to move forward with the detailed planning necessary to initiate development of the TechShare Justice – Criminal Courts software component was approved by the Urban Counties and adopted by four participating counties. The scope of the project Includes:

- Updating the requirements for a criminal courts system, and
- Determining if a software development platform can be acquired that will serve as the foundation for and expedite the delivery of the criminal courts system. The platform must also be able to be extended to develop and deliver to other critical justice components of the integrated justice system such as other court types, jail management and the like.

The TechShare Justice - Criminal Courts software component will be based on one of the following:

1. Custom software development, leveraging the work already completed by TechShare participants in the Juvenile Case Management System project and the knowledge gained through the CIJS project.

2. Commercially-available justice software platform (or application) based on the .NET framework that has been successfully used to build and operate high performance justice systems; or
3. An application transfer of a custom application system created for/by a government entity using the .NET framework that delivers high performance for the justice agency(ies) using the application.

The project proposal, as approved by the Urban Counties and participants, includes a competitive procurement process to determine if there is a commercially available justice software platform or a custom application that can be transferred to the Urban Counties that will expedite the delivery of the Criminal Courts software and reduce the cost of providing this critical component of the integrated justice system.

The overall goal of the Criminal Courts software development project will be to deliver initial functionality to participating counties within eighteen (18) months of the start of the project. To achieve this goal, functionality identified during the strategic planning process (ACMS Phase 1) was divided into essential requirements to be delivered as part of the first version of the Criminal Courts component, with other functionality deferred to future versions of the module and/or to other TechShare Justice components. The scope of the proposed Criminal Courts software includes basic criminal court case management functionality and related external reporting to the Office of Court Administration (OCA) and the Department of Public Safety (DPS) as well as advanced functionality to be developed through the agreement between the Urban Counties and the selected Respondent,

The scope of the proposed Criminal Courts software is outlined in Appendix A to this RFP. Additional detail on the scope and functionality of the proposed Criminal Courts software will be provided to the Respondents selected to submit a Statement of Work in the second step of the procurement process.

The Criminal Courts software will be delivered in phases so that the participating counties can begin to benefit early and save money on the implementation of the basic Criminal Courts record keeping functions. Advanced capabilities will be developed and/or delivered incrementally as they become available.

The Criminal Courts software will provide a number of benefits to participating counties including:

- ◆ Facilitating review of case information by judges by providing a single point of access to information about a defendant and all of their current and previous interactions with the criminal justice system;
- ◆ Increased productivity for court and clerk staff by:
  - reducing the amount of required data entry,
  - facilitating electronic exchange of information with and between various stakeholders, the clerks' offices and the courts, and
  - automating and streamlining the flow of information associated with a case;
- ◆ Providing the capability for the county clerk and district clerk to receive electronic filings from the prosecutor, grand jury and defense bar;

- ◆ Enhanced docketing capabilities allowing counties to better manage court schedules, which contributes to better management of jail populations;
- ◆ Reducing significantly the amount of manual effort required by county staff to prepare reports for submission to OCA and DPS; and
- ◆ Providing the ability to share case information across jurisdictions through an advanced technical architecture.

## 1.2 Purpose of This Solicitation

The purpose of this RFP is to identify, select and contract with an established Respondent that can provide a proven justice system platform that can serve as the foundation for the Criminal Courts software component as well as the overall integrated justice system. In order to be selected, the Respondent must be able to provide either:

- (1) A commercially-available justice platform or application built on the .NET framework that may be acquired for use as the basis for delivering the Criminal Courts software component of the Common Integrated Justice System (CIJS); or
- (3) A custom-built justice platform or application using the .NET framework that can be acquired for use as the basis for delivering the Criminal Courts software component of the CIJS.

If it would save sufficient cost and time, the Urban Counties intends to select a Respondent (and platform) that provides:

- (1) Cost effective software and methodology that will save time and money for the delivery of the basic functions of the Criminal Courts software components;
- (2) A basis for collaborative development between the firm, the Urban Counties development team and technical staff from the participating government entities;
- (3) Technical capabilities that will support and promote the future evolution of the platform and facilitate the ability of the Urban Counties and the participating government entities, with guidance and consultation from the selected firm, to develop advanced, innovative components that extend the Criminal Courts software components beyond the traditional, basic record-keeping functions; and
- (4) Vision and capabilities to help the Urban Counties deliver modules and systems beyond the Criminal Courts software components into other areas of a large-scale integrated justice system.

Additionally, it is the Urban Counties' intention that the selected Respondent will:

- (1) Provide services to facilitate the collaborative delivery and implementation of the initial version of the Criminal Courts component and subsequent versions, releases and modules of the software by the Urban Counties and the participants; and
- (2) Reduce costs to participating government entities through shared software usage and maintenance fees.

Where the Respondent has offered for purchase an application that provides the Criminal Courts platform, the application must be built on the .NET framework and must be developed in such a way that it can serve as a basis for the completion and delivery of the Criminal Courts software component. This approach would be dependent on an application in sufficient state, and at a price point, that will facilitate the accelerated development of the Criminal Courts component and impart long-term value to the participating counties through ownership of the platform.

## **2 Procurement Information**

This section provides details regarding responding to the RFP. Topics covered include:

- 2.1 Description of the solicitation process;
- 2.2 Preferred Respondent qualifications;
- 2.3 Type and form of contracts resulting from this procurement (See proposed contract terms in Section 6, below);
- 2.4 Schedule of procurement activities;
- 2.5 Restrictions regarding Respondent contact with Urban Counties and its members; and
- 2.6 Other important procurement information.

### **2.1 Description of This Solicitation**

This procurement will be conducted through a two-step process. This process is intended to simplify and expedite the procurement process while minimizing the level of effort required from vendors to provide an initial response to this RFP.

In the first step, the Urban Counties will evaluate potential vendors and the platforms they propose. This evaluation will be based on the following criteria and/or concepts:

- ◆ Company qualifications;
- ◆ Company's willingness to provide a platform and associated software development tools that will facilitate delivery of the Criminal Courts software
- ◆ Company's willingness to guarantee the performance of the platform during the life of the agreement with Urban Counties;
- ◆ Technical facilities and requirements for the platform; and
- ◆ Baseline costs for the Criminal Courts platform.

The results of the first step in the solicitation process will be the rapid identification up to three (3) Respondent(s) who will be asked to participate in the second step in the procurement process.

In the second step, the Urban Counties will work with the selected Respondent(s) to develop Statement(s) of Work that describes the work to be completed by the Urban Counties and the participants to:

- ◆ Build out and/or configure the initial version of the Criminal Courts software component, to meet the requirements for the first version of the software;
- ◆ Test and deploy the initial version of the Criminal Courts software component in an Urban Counties staging environment where thorough testing, including regression and performance testing can be completed; and
- ◆ Implement the initial version of the Criminal Courts software component in the production environments provided by the participants. Implementation will include, but will not be limited to, data conversion, configuration, installation, integration, training and on-site implementation support.

Where a Respondent has offered for purchase an application built on the .NET framework that can serve as a basis for the Criminal Courts software component, the second step will consist of the Urban Counties and the selected Respondent developing the details of the proposed purchase and developing an estimate of the level of effort and cost to add any functionality necessary to complete the first version of the Criminal Courts component and implement in the participating counties.

The Statement of Work developed during the second step in the procurement will include:

- ◆ Descriptions of the work to be completed
- ◆ Requirements for the software to be completed in the initial version;
- ◆ Duties and responsibilities of the parties;
- ◆ Methodologies for configuration, development, implementation and support;
- ◆ Staffing plans;
- ◆ Performance requirements and service level agreements;
- ◆ Other related elements that will contribute to the overall success of the project;
- ◆ Final contract terms and conditions; and
- ◆ Final Cost Proposal.

The Statement of Work will be evaluated based on:

- ◆ Completeness of the proposed solution;
- ◆ Subject matter and technical expertise of the Respondent's proposed technical personnel that will be available to assist the Urban Counties;
- ◆ Security provided to assure the continued performance of the software development platform in accordance with the agreed upon service levels and specifications;
- ◆ Resources required from Urban Counties and participants; and
- ◆ Cost.

## **2.2 Respondent Qualifications**

In order to qualify, Respondents will be required to provide, as a starting point, either a commercially-available justice system (platform or application) or a custom developed justice system (platform or application) which can be used as the basis of the Criminal Courts software. Either approach must be consistent with the technical requirements as described in Section 4, below.

Respondents must have demonstrated experience delivering large scale justice systems, with justice experience in Texas preferred.

The following requirements must be met by a Respondent to be considered for award:

- ◆ Established experience and demonstrated expertise building and maintaining high-transaction-volume systems in the justice domain; and
- ◆ Strong financial security that ensures that the Respondent will meet its obligations over the 60 month period of the proposed agreement.

The following requirements must be agreed to by a Respondent to be considered for award and will be included in any agreement resulting from this RFP:

- ◆ The Respondent must agree to detailed performance specifications for their system foundation (platform) with clear, measurable performance targets;
- ◆ The Respondent must agree to maintain the system foundation (platform) and, if applicable, justice system software components, so that they will meet performance specifications for the 60 months period of the proposed agreement.
- ◆ The agreement will roll forward by 12 months after each 12 months, with the opportunity to adjust maintenance and/or usage fees only with 48 months notice.
- ◆ All work product and intellectual property resulting from the development project will be owned by Urban Counties. Urban Counties is open to negotiating the terms by which the Respondent could integrate work product into a solution that may be of broader applicability outside the Urban Counties membership or Texas counties.

### **2.3 Contract Award**

Urban Counties expects, as a result of this procurement, to enter into two contracts with the awarded vendor:

1. Agreement for the acquisition of the Criminal Courts software platform, and
2. Master services agreement that will provide for the provision of technical services as necessary to support the Urban Counties software development and implementation processes.

Any contracts that result from this RFP will be between Urban Counties and the selected Respondent. Each participating county will execute an Interlocal Agreement with Urban Counties to use the Criminal Courts software component built upon the awarded vendor's platform.

Urban Counties expects to make the software available to any entity that is eligible to participate in the TechShare program.

The awarded vendor may not offer equal or better pricing on the products or services covered under the contracts to a Texas county government. Urban Counties expects "most favorable" pricing as a result of this procurement and evidence otherwise is sufficient grounds to nullify the agreements between the vendor and Urban Counties.

As important conditions to this RFP, Respondents should note the following:

1. Urban Counties may cancel this procurement at any time prior to award or may choose to procure through another method.

2. Counties are not required to exercise their option to procure through the resulting contract. An awarded contract could result in no procurement.
3. Urban Counties and/or its member counties reserve the right to acquire services outside of this contract. The contract will not be an exclusive arrangement with the awarded services vendor.

One vendor is ineligible to respond to this solicitation. Managing to Excellence Corporation (M2XC) is assisting Urban Counties with the procurement for the Criminal Courts platform.

## 2.4 Procurement Schedule

The following table presents the planned schedule for selecting the vendor to provide the products and services contained in this RFP. Urban Counties retains the right to adjust the schedule in any manner it deems appropriate. Adjustments to the schedule will be announced to all prospective Respondents that have expressed interest by attending the vendor pre-proposal conference.

Activity	Date(s)
Release RFP to vendor community	December 22, 2011
Conduct Pre-proposal conference	January 4, 2012, 3:00 p.m.
Deadline for vendor questions	January 10, 2012, 5:00 p.m.
Issue responses to vendor questions	January 12, 2012, 5:00 p.m.
<b>Proposals due</b>	January 18, 2012, 5:00 p.m.
Evaluate Proposals, Conduct technical software evaluations, and select Respondent finalists	February 17, 2012 (Target Date, Subject to Change)
Conduct discussion(s) of requirements for the Criminal Courts Module and Implementation Services with Respondent Finalist(s)	February 20 through March 9, 2012 (Target Date; Subject to Change)
Conduct software platform demonstrations for participating Counties	February 20 through March 9, 2012 (Subject to Change)
<b>Final Cost Proposal and Statement of Work, including software development and implementation services, due</b>	March 26, 2012 (Subject to Change)
Conduct contract negotiations	March 26 through April 20, 2012 (Subject to Change)
Award contract	To Be Determined

## **2.5 Vendor Pre-Proposal Conference**

A vendor pre-proposal conference will be held to provide an opportunity for vendors to ask questions and obtain additional information about this RFP. Attendance at this conference is optional. Materials summarizing the pre-proposal conference will be posted on the Urban Counties website following the meeting.

LOCATION: TechShare Development Center  
Texas Conference of Urban Counties  
5113 Southwest Parkway, Suite 175  
Austin, TX 78735

DATE: January 4, 2012  
TIME: 3:00 p.m. Central Time

## **2.6 Written Questions and Official Answers**

Questions specific to the project or RFP may be submitted by e-mail to Urban Counties at [TechShare@cuc.org](mailto:TechShare@cuc.org). Telephone inquiries, faxes and personal meetings will not be accepted. Contacting representatives of member counties directly by any means is not permitted and may result in vendor disqualification.

All communication and requests to Urban Counties, other than as allowed at the Pre-Proposal Conference, must be submitted in writing via email. Clarifications and/or modifications to the RFP must be in writing to be considered official; all oral representations are considered unofficial. If a vendor receives an oral statement from Urban Counties that it seeks to make official, a request to modify this RFP must be submitted in writing via email to Urban Counties. All modifications to this RFP will be in the form of an RFP addendum. It is the responsibility of each vendor to check the Web site periodically for addendums to the RFP.

Official responses to vendor questions that are submitted prior to the deadline for submitting written questions will be posted on the project Web site, [www.cuc.org](http://www.cuc.org) (select "TechShare" from the left menu bar, then "Criminal Courts RFP" under the "Adult Case Management System (ACMS)" section) in accordance with the procurement schedule.

## **2.7 Additional Information**

This section provides additional information pertinent to this solicitation of which each Respondent needs to be aware and with which each Respondent must comply.

### **2.7.1 Compliance with RFP**

Each Respondent to this RFP must read and thoroughly examine the entire RFP. Failure of the Respondent to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor shall such failure be a basis for claiming additional compensation. Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.

### **2.7.2 Waiver of Technicalities**

Urban Counties reserves the right to accept or reject any or all proposals, waive informalities and minor technicalities, modify the provisions in this RFP, accept the proposal considered most advantageous and award to the responsive Respondent providing Urban Counties with the best

value. Additionally, all Respondents are hereby notified that Urban Counties shall consider all factors it believes to be relevant in the selection of the most responsive proposal providing Urban Counties the best value including but not limited to the ability to perform the agreement.

### **2.7.3 Modifications to RFP**

Urban Counties reserves the right to alter, amend or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a Contract, if it is determined by Urban Counties to be in the best interest of Urban Counties to do so.

### **2.7.4 Withdrawal of Proposals**

Respondents may not withdraw their proposals after the closing time for submission of proposals without the written consent of Urban Counties.

### **2.7.5 Validity of Proposals**

Proposals shall be valid for a minimum of 180 days from the proposal submission due date to allow time for evaluation, selection, and any unforeseen delays. Should the Urban Counties elect to request a Final Cost Proposal, proposals and Final Cost Proposals shall be valid for a minimum of 180 days from the Final Cost Proposal due date.

### **2.7.6 Ownership of Proposals; Costs; Deviations**

Proposals and any other information submitted by Respondent in response to this RFP shall become the property of Urban Counties. Urban Counties will not provide compensation to Respondents for any expenses incurred by the Respondents for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly agreed by Urban Counties in writing and signed by an Urban Counties representative with authority to bind Urban Counties. Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Urban Counties at its option.

### **2.7.7 Alternative Proposals**

Alternative proposals from the same Respondent are acceptable. Alternative proposals shall be clearly marked "Alternative" with the proposed alternative clearly defined and all pricing/cost advantages included, if applicable.

### **2.7.8 Partial Proposals**

Respondents who specialize in providing a particular component of a Criminal Courts software system may submit a proposal. Submission of a specialized proposal for a particular element of a Criminal Courts software system will require that the Respondent comply with all requirements expected from a Respondent who provide a complete Criminal Courts software platform.

### **2.7.9 Proposing Entities**

Respondents electing to team with other vendors to provide a combined system solution shall submit complete responses for each of the areas of proposed products and services. Each response shall be executed by only one entity, such as a corporation, managing partner of a general or limited partnership, joint venture, or other recognized legal entity. Co-proposing by separate legal entities is not allowed. However, a Prime Vendor using subcontractors is an authorized arrangement, provided any subcontractors have been identified and Urban Counties has not objected. Failure by Urban Counties to object to a particular vendor at any time shall not

be deemed a waiver of Urban Counties' right to object to or disapprove of such subcontractors at a later time.

#### **2.7.10 Prime Vendor and Subcontractors**

Urban Counties requires that the Prime Vendor for this proposal be the vendor supplying or developing the software solution or, if more than one software vendor is participating in the proposal, the vendor supplying the majority of the software.

If a vendor expects to subcontract any part of the products or service offering, the vendor must clearly identify all subcontractors performing work on this project and their role and assignments for this proposal. All subcontractors' roles must be identified in the Respondent's project team organization.

The Respondent must provide a statement from each subcontractor, signed by an individual authorized to legally obligate the subcontractor, attesting to the fact that the subcontractor has read the proposal and will provide the services represented therein. The Prime Vendor must agree in its proposal to accept full responsibility for the performance of any subcontractor.

All terms and conditions that apply to the Respondent apply to the subcontractor. Each subcontractor may be required to submit ownership information as required by the Respondent. The Respondent must disclose, at Urban Counties' request, any information regarding subcontractors.

#### **2.7.11 Rejection of Proposals**

Proposals that are incomplete or are unclear as to compliance may be rejected. In addition, Urban Counties reserves the right to accept or reject in whole or in part any proposals submitted, and to waive minor technicalities when in the best interest of Urban Counties. Proposals may be disqualified for reasons including, but not limited to, the following:

1. References, Urban Counties, or any member counties report unsatisfactory experience with the Respondent or subcontractor(s);
2. Collusion among Respondents;
3. Failure to comply with, or inclusion of terms and conditions in conflict with, the terms of this RFP; or
4. Failure to meet minimum response requirements established in the RFP.

#### **2.7.12 Conflict of Interest**

The Respondent shall certify in writing in its proposal that no relationship exists between the Respondent and Urban Counties or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with Urban Counties.

The Respondent shall provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of such contract. A conflict may include, but not be limited to, development of a competing software system or other IT product.

### **2.7.13 Confidentiality of Information**

Unless required to release such information by applicable law or court order, proposals submitted will be deemed confidential until any announcement regarding the selection or rejection of a proposal has been made. However, once a proposal has been accepted or rejected, it may be subject to release in accordance with the provisions of Chapter 552 of the Texas Government Code (the Public Information Act, "the Act"). In order to permit the Respondent to protect confidential information submitted by the Respondent in support of a proposal, the Respondent must clearly designate any information it believes to be exempt from disclosure under the Act as "Confidential." The Respondent acknowledges and agrees that Urban Counties and its members shall have no liability to the Respondent or any other person or entity for disclosure of information in accordance with the Act. It is the Respondent's sole obligation to advocate the confidential or proprietary nature of any information it provides in its proposal. Respondents should understand and be aware that the Texas Attorney General may determine that all or part of the claimed confidential or proprietary information should be disclosed. The Urban Counties shall not advocate the confidentiality of the Respondent's material to the Texas Attorney General or to any other person or entity.

### **2.7.14 Vendor Contact Information**

Respondent shall designate one person that shall serve as contact for all matters pertaining to its proposal. In absence of such designation, the person who signs the proposal shall be deemed the Respondent Contact. The name and telephone number of the Respondent Contact must be prominently displayed in the Transmittal Letter and the proposal itself. If desired, additional contact persons may be identified who can answer questions for specific topics.

### **2.7.15 Contact with Urban County Staff and Member County Officials or Staff**

As stated in Section 2.4, potential Respondents may submit written questions related to this RFP and the project to Urban Counties. Upon issuance of this RFP, employees and representatives of Urban Counties and member counties will not answer questions or otherwise discuss the contents of this RFP with any potential Respondents or their representatives except as contemplated in the process set forth in this RFP. Failure to observe this restriction may result in disqualification from this and any subsequent solicitation. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

## **3 Proposal Submission Instructions**

### **3.1 Submission Requirements**

#### **3.1.1 Delivery Instructions**

Qualified Respondents are invited to submit proposals in accordance with the requirements outlined in this document. The proposals are required to address all aspects of this RFP and must be submitted on or before the date and time specified in Section 2.4 to:

Texas Conference of Urban Counties  
Attention: Charles Gray  
500 West 13th Street  
Austin, TX 78701

Proposals may be mailed or hand-delivered, but must be physically received by Urban Counties as specified. A vendor that submits a proposal by mail should allow sufficient mail handling time to ensure timely delivery of the proposal to the submission location. No extension of time will be granted for submissions by mail or any other type of submission. Proposals submitted by email, facsimile transmission, or any other form of electronic submission are not allowed. **Proposals received after the submission deadline will be rejected and returned unopened to the sender.**

### **3.1.2 Proposal Specifications**

Proposals must comply with the following standards:

The proposal must be clearly labeled.

Respondents must submit one (1) signed original and five (5) additional printed copies of the Proposal (total of six (6) printed copies);

All copies of the proposal must be in three-ring binders and tabbed with dividers as specified in the proposal submission checklist;

Each page of the proposal must be clearly and uniquely numbered;

Respondents must submit two (2) electronic copies of their proposals on two separate CD-ROM. The body of the proposal must be formatted using either MS Word™ 97 or higher or using Adobe Acrobat PDF/A format. All spreadsheets must be submitted in MS Excel™ 97 or higher format and may additionally be submitted in Word or PDF/A format;

All packages/boxes containing a Respondent's proposal must clearly reference the name of this RFP as indicated on the Cover Page of the RFP and be numbered individually and in total (i.e., Box 1 of 3.);

The signed original must be clearly labeled "Original" on the front cover.

Any conflict between the paper original and any printed or electronic copy will be resolved by accepting the information provided in the proposal marked "original."

**3.1.3 Proposal Submission Checklist**

The following checklist is provided to aid the Respondents in ensuring a proper proposal submission in the mandatory format.

Tab Section #	Mandatory Proposal Component	RFP Reference	Completed (Y/N)
-	Title Page		
-	Completed Proposal Submission Checklist		
-	Transmittal Letter		
-	Table of Contents		
1	Executive Summary		
2	Company Profile (Prime and Subcontractors		
3	References		
4	Description of Software Offered		
5	Pricing Model		
6	Compliance with Terms and Conditions; Exceptions		
7	Disclosure of Litigation		
8	Disclosure of Conflicts of Interest		

**3.2 Proposal Content and Format**

The proposal must be complete and comprehensive. Respondent must provide the following information in its proposal in order to be considered acceptable. Each page of the proposal must be clearly and uniquely numbered. Each proposal must be organized with tabs as listed in the proposal submission checklist.

**3.2.1 Front Cover / Title Page**

The title page must be placed as the front cover and/or notebook insert and include:

“TechShare Justice - Criminal Courts Module”

Name and address of the Respondent (Prime Vendor)

**3.2.2 Completed Proposal Submission Checklist**

The Respondent is to include a completed Proposal Submission Checklist, found in Section 3.1.3, above.

### **3.2.3 Transmittal Letter**

The letter of transmittal must be limited to two (2) pages and must include:

A brief statement of the Respondent's understanding of the software to be provided and the work to be done and a summary of the proposed features of the solution;

The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Respondent;

A statement that the entire proposal and the price contained therein shall be binding upon the Respondent in all respects for a period of 180 days from the due date of the Final Cost Proposal (FCP), or from the proposal submission due date if no FCP is requested;

A statement indicating which Respondent, if multiple vendors are proposing jointly, intends to act as primary contractor for proposal evaluation questions and the delivery and maintenance of all post-proposal correspondence;

A statement that the person signing the transmittal letter is authorized to legally bind the Respondent; and

The name, telephone number and signature of person(s) authorized to legally bind the Respondent. This person will be the Respondent Contact for all matters pertaining to Respondent's proposal.

### **3.2.4 Table of Contents**

Each proposal shall be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

### **3.2.5 Executive Summary**

The executive summary must be limited to no more than five (5) pages and must provide a concise summarization of the products and services being proposed to meet the requirements of this solicitation, the Respondent's approach to providing the services, and documentation as to why the Respondent is best qualified to perform this engagement.

### **3.2.6 Qualifications of Firm**

#### **3.2.6.1 Company Profile**

All vendors participating in any part or phase of the proposed solution are expected to provide information to indicate that they have the experience to provide the products and/or services requested in the RFP. The proposal must include a Company Profile for each submitted vendor, including the Prime Vendor and all subcontractors.

Specifically, the Respondent is to provide:

An overview and brief history of the firm, year founded and any previous names of the company, legal status (e.g., corporation, limited partnership, sole proprietorship) and a description of what uniquely qualifies the firm for this project.

Information to demonstrate the vendor's experience with justice, including:

- Number of vendor employees by function assigned to this software;
- All clients utilizing the proposed product;

- Number of users at each client for the proposed software; and
- Sites and experience in Texas counties.

Information to demonstrate financial stability and performance, operational history, and corporate biography, and the firm's ability to meet the financial responsibilities associated with conducting this project, including:

- The most recent two (2) years audited financial statements of the vendor and all subcontractors, including an audit opinion, or, should the vendor not have audited financial statements, a statement that vendor agrees to an audit performed by a licensed auditing firm approved by Urban Counties at the vendor's cost; and
- The most recent Dun & Bradstreet (D&B) Business Information Report™ for the vendor, dated no later than October 31, 2010 or a statement from the vendor certifying they are not registered with D&B.

Information to describe the vendor staffing available to fulfill the requirements of this procurement, including:

- In this section, the Respondent must also provide evidence of the vendors' ability to staff both software development and multiple system implementations concurrently. Vendors must discuss the number of staff who could be available to work on system implementations and their applicable experience with the software products proposed. In addition, the Respondent shall discuss its staffing approach in the event of multiple concurrent engagements, including any roles that could be shared or project activities that could be leveraged to the benefit of Urban Counties and the implementing participants. The Urban Counties is requiring that the selected vendor agree to a collaborative software development, implementation and support approach. Respondents should describe how their platform, approach and staffing can be best leveraged to achieve the desired collaborative approach, including optimal staffing to be required of Urban Counties.
- Organization chart and structure, identifying key executives and decision-makers who will be working with the Urban Counties;
- Organization chart and structure of the vendor's technical staffing including, but not limited to, software development, software support, training, implementation, data conversion and the like;
- Organization chart showing relationships with any subcontractors who may be included in the vendor's proposal illustrating the duties and responsibilities and reporting relationships for the potential subcontractors.

### **3.2.6.2 Subcontractors**

As described above, multiple vendors may comprise one proposal, with the vendor providing the majority of the proposed software designated as Prime Vendor. Respondents must provide in their proposal in table format:

A concise list of all vendors participating in the proposal, with designation of which vendor is the Prime Vendor;

Brief description of the role that the vendor has in the proposed solution;

Contact information for each vendor, including name of principal contact(s) for that vendor, address, phone number, fax number and email address.

Also, this section must include a letter of authorization from each subcontractor addressed to the Prime Vendor, authorizing the Prime Vendor to include that subcontractor in the proposal. The letter must be signed by an official authorized to make binding agreements for the subcontractor.

### **3.2.7 References**

Each Respondent, including the Prime Vendor and all subcontractors, must provide at least three (3) references for their products or for projects they have conducted that are similar to the services requested in this RFP in terms of content, size, and/or complexity. References must be submitted using the template provided in Appendix C.

Urban Counties may directly contact references provided by the vendor at any point during the evaluation process.

### **3.2.8 Description of the Software Offered**

The Respondent should fully describe the software being offered as the platform that will serve as a basis for the Criminal Courts component of the integrated justice system. The description should specify whether the Respondent is offering a commercially available platform, or providing for the transfer of an application that has already been developed by the Respondent for another court or jurisdiction.

The Respondent will comply with all of the technical specifications set forth in [Section 4.3](#), Technical Requirements. The Respondent must describe how the Technical Requirements are addressed in the proposed platform.

Although the scope of this RFP is limited to the Criminal Courts component of CIJS, Urban Counties is keeping an eye to the future during the evaluation and selection of vendors for this proposal. In this section, the Respondent is required to describe its approach to collaborating with Urban Counties technical staff to develop the full integrated justice solution including all components as defined in Appendix E, Adult Criminal Justice System Strategic Plan. This section will include discussion of the Respondent's ability to provide all components included in the Strategic Plan, including the timeframe when additional components could be made ready and available.

Respondent's proposal should include a graphical representation of the recommended application platform. This illustration must convey the software components and basic data flow, including the appropriate operating system and databases, and should show how the various elements of the platform will be integrated.

Urban Counties invites Respondents to discuss options to the specified technical environment that could benefit Urban Counties in terms of cost, efficiency, adherence to standards, and the like.

### **3.2.9 Cost Proposal**

Urban Counties expects the cost portion of the proposal to include all costs for the software (platform) Urban Counties will be expected to pay over the anticipated five (5) year contract term. The costs for the software (platform) must include both initial costs and annual maintenance incorporated into a single annual fee.

The costs for the software (platform) must be graduated to provide for the incremental growth in the use of the products over the life of the contract. For pricing purposes, the Respondent

should assume that the following entities, at a minimum, participate in the development and implementation of the Criminal Courts Module over the first five years of the contract:

- Bell,
- Dallas,
- Tarrant,
- Travis, and
- Urban Counties via its TechShare Development Center.

If the Respondent is selected for preparation of a Final Cost Proposal and Statement of Work, the total costs for both the software provided and the services (work) to be performed must be included in the Final Cost Proposal.

There should be no limitation on the number of instances, installations or usage of the software at each of the participating locations.

### **3.2.9.1 Software Agreement Pricing**

The Respondent must provide a model for the cost of the software (platform) over the five year contract term.

Urban Counties intends to own and/or control the application software developed pursuant to the contract negotiated with the successful Respondent. If the Respondent is not able to convey to or share ownership of the platform, including the source code, with the Urban Counties, the Respondent should describe the approach proposed to address the desired goal of Urban Counties owning outright the Criminal Courts Module built upon Respondent's platform, as well as other work product developed pursuant to the contract awarded under this RFP.

The Respondent shall include the cost of any software tools or third party applications necessary to develop, implement and operate the Criminal Courts Module as proposed.

Fees must include any and all costs related to upgrades and new releases of the proposed software. The Respondent must include pricing for on-site and 24 x 7 telephone technical support for all proposed applications.

### **3.2.10 Exceptions to Terms and Conditions**

The Respondent must confirm its acceptance of the terms and conditions set forth in this RFP by completing Appendix D, Compliance with Terms and Conditions. This form may also be used to describe any potential clarifications or exceptions to the terms and conditions and may be used to recommend minor modifications. Urban Counties, at its option, may accept or reject any or all proposed modifications.

### **3.2.11 Disclosure of Litigation**

Each Respondent must include in its proposal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in its proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (7) years from the date of this RFP. This is a continuing disclosure requirement. Any such litigation, investigation, arbitration or other proceeding commencing after the submission of a proposal must be

disclosed in a written statement to the Urban Counties contract administrator within 15 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

### **3.2.12 Disclosure of Conflicts**

The Respondent shall certify in writing in its proposal that no relationship exists between the Respondent and Urban Counties or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with Urban Counties.

The Respondent shall provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of such contract. A conflict may include, but not be limited to, development of a competing software system or other IT product.

## **4 Criminal Courts Scope and Requirements**

### **4.1 Vision**

#### **4.1.1 Urban Counties Vision for Integrated Justice Systems**

The Urban Counties' Criminal Courts Project is based on a vision for a common integrated justice solution that can be used by all counties in Texas, as discussed in Section 1 above. This RFP requests responses for a subset of the overall vision – Criminal Courts – but Urban Counties is looking towards a future of additional modules that will comprise a fully integrated solution for county justice needs. Therefore, Urban Counties wants to build a relationship with a partner who shares that vision and will be able to bring more than a Criminal Courts solution to the partnership.

Urban Counties wants the platform proposed for the Criminal Courts component to be extended to the configuration, development, implementation and support of all components of the integrated justice solution. It is important that Respondents address how a fully integrated solution could come together for Urban Counties using the proposed software platform.

Urban Counties recognizes that its individual members are currently at various points along the continuum of integrated justice solutions. Many counties have already implemented a solution provided by Tyler Technologies through the Urban Counties. Some counties have completely integrated solutions that were developed over time, in-house by county staff. Some have integrated justice solutions that were provided by vendors. Others have a "best of breed" solution that brings together products and components from a variety of sources to address their justice needs. The intent of this procurement is to provide a path to a common integrated justice platform for counties in Texas and to reduce costs through sharing of resources among participants.

#### **4.1.2 Data Sharing Component**

A primary focus for the Criminal Courts platform will be integration. The platform, when it is complete, will provide guidelines, standards, and specifications for acquiring or developing CIJS

components to ensure integration of all components as part of the Common Integrated Justice System.

Because the Data Sharing component is necessary to meet emerging standards for data interchange with State and Federal agencies, this component must be designed and configured to address State data sharing requirements as well as county-to-county needs. The Respondent should describe in its proposal how the proposed software platform addresses the need for integration and data sharing across systems, agencies and jurisdictions.

## **4.2 Functional Requirements**

In 2004/2005, during Phase II of the CIJS project, the participating member counties collaborated on developing business use cases for all integrated justice components. In parallel with the activities related to the RFP process, the participating counties are updating the requirements and collaborating on a “business model” and “requirements” for the Criminal Courts component of the overall integrated justice system.

During the second stage of this procurement, some Respondents will be asked to review the business model and requirements as part of the process for preparing the Final Cost Proposal and Statement of Work.

## **4.3 Technical Requirements**

The technical environments for the participating counties are heterogeneous, so the selected solution will be required to operate in a variety of infrastructure and product mixes. This will require that the proposed software platform has a strong mix of functional and technical components that will support implementation, integration and operation of the software in complex environments.

In parallel with the RFP process, the participating counties are developing a technical model and expanding the description of the technical environment(s) in which the Criminal Courts component must operate. The basic technical requirements for the Criminal Courts platform include, but are not limited to, the following:

### **General**

- 4.3.1 The architecture must have proven scalability for large jurisdictions of similar size to the participating counties (references must be provided as described in Section 3.2.7, above.)
- 4.3.2 The preferred code base is .NET Framework 3.5 or higher. C# is the preferred language.
- 4.3.3 The architecture should be built using best practices and designs including:
  - Keep design patterns consistent within each layer
  - Do not duplicate functionality within an application
  - Prefer composition to inheritance
  - Establish a coding style and naming convention for development
  - Maintain system quality using automated unit tests during development

- Keep crosscutting code abstracted from the application business logic.
- Define a clear contract for components
- Separate the areas of concern

### **Presentation**

4.3.4 The architecture must be able to support multiple user interface platforms including modern web browsers and Windows clients. Flexibility for use with touch screen and mobile devices is strongly desired.

### **Application**

4.3.6 The business logic must be decoupled from the presentation logic.

4.3.7 The architecture must provide for configurable workflow, scheduling and content management functionality and/or interfaces with third party solutions which provide this functionality.

4.3.8 The architecture must provide reporting and forms management tools and/or interfaces to third party solutions which provide this functionality.

4.3.9 The architecture must support the ability to integrate with a 3<sup>rd</sup> party application for user authentication and authorization.

4.3.10 The architecture must support the ability to audit all transactions.

### **Integration**

4.3.11 The architecture must support integration with 3<sup>rd</sup> party applications using best patterns and practices.

4.3.12 The architecture must be able to operate in a service oriented architecture as a first class participant.

4.3.13 The architecture must support the ability to expose and consume messages sent to/from 3<sup>rd</sup> party application using xml based messages over http(s).

4.3.14 The architecture must support the National Information Exchange Model (NIEM) as the schema for all xml messages used to integrate with 3<sup>rd</sup> party applications.

### **Persistence**

4.3.15 The architecture must support Microsoft SQL Server 2008 or higher release as the database management system. Support for other database management systems would be beneficial but not required.

4.3.16 The database schema must be tuned for performance, and have a proven installation in at least one other large jurisdiction of similar size to the participating counties.

4.3.17 The database schema should be relational in nature.

4.3.18 Business logic should be kept to a minimum in the persistence layer.

## **5 Proposal Evaluation and Selection**

The evaluation process for this RFP is depicted below and then explained in more detail.

### **5.1 Evaluation Process**

The evaluation process consists of three phases:

- 5.1.1 Administrative Compliance;
- 5.1.2 Proposal and Platform Evaluation; and
- 5.1.3 Statement of Work/Final Cost Proposal.

This section describes the evaluation process and criteria that will be used in this procurement.

#### **5.1.1 Administrative Compliance**

In developing this RFP associated with this procurement effort, Urban Counties established the procedural and administrative requirements that all proposals must meet as part of the initial administrative compliance review. The mandatory requirements include administrative submission requirements, mandatory RFP compliance requirements, and adherence to general instructions for proposal preparation. A proposal must meet these requirements to receive further consideration in the detailed evaluation phase. (Note: the Administrative Compliance assessment is performed only once). All proposals will be reviewed for compliance with these requirements by an independent reviewer who is not involved in the subsequent evaluation of the proposals. Each proposal will either be accepted into the next phase for evaluation or rejected from further evaluation.

The Administrative Compliance review will be conducted using the Administrative Compliance Checklist shown in Appendix B. This checklist lists the elements required by Urban Counties for this procurement as documented in the RFP.

Once all proposals have been reviewed for Administrative Compliance, a determination will be made whether to accept or reject each proposal. When the results of the Administrative Compliance review are determined, the accepted proposals will move into the next phase of the evaluation process. Because this review involves only a “pass” or “fail” determination, no score is applied or carried into the detailed evaluation process.

#### **5.1.2 Proposal and Platform Evaluation**

Those proposals that are in administrative compliance will be evaluated for responsiveness to Urban Counties’ needs. Urban Counties intends to award the contract to the Respondent whose proposal best meets the evaluation criteria listed in Section 5.3, Evaluation Criteria, and reflects the best value to the participating counties.

All proposals will be evaluated and assigned a score against the evaluation criteria. Respondents having the highest scored proposals may be asked to provide an oral presentation and technical presentation of the software platform. If selected, each presentation will be

scheduled for no more than two (2) full days. Urban Counties will provide an agenda and technical demonstration criteria, if applicable, prior to each Respondent's presentation.

After all Respondent presentations have been completed and the Respondents have completed the Requested Statement of Work and Final Cost Proposal, the proposals will be scored again. For this scoring, Urban Counties will consider all information contained in the proposals, obtained from references, oral presentations, and any other information obtained through this procurement process.

### **5.1.3 Statement of Work and Final Cost Proposal**

Based on the total score of the Proposals from the first phase of the evaluation, Urban Counties will meet with one or more Respondent(s) to discuss the requirements for submission of the Statement of Work and Final Cost Proposal. Following the discussions, the Urban Counties will issue a written request for a Statement of Work and Final Cost Proposal to one or more Respondents. The request will include a specified date and time for submission of material. The discussion process may include a demonstration of the software platform for the participating counties or their representatives on the evaluation team.

Following the evaluation of Statements of Work and Final Cost Proposals, the Urban Counties will enter into contract negotiations with one or more Respondent(s) whose offers provide the best value for the participants.

Respondents are cautioned to propose their best possible offers at each step in the process as there are no guarantees that Respondents will be asked to negotiate based on their submissions.

Urban Counties reserves the right to ask Respondents to elaborate or clarify specific aspects of their offers. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the Respondent's proposal.

### **5.1.4 Client Site Visits**

Urban Counties may request the Respondent arrange for site visits of specified clients. Site visits will be conducted at the Urban Counties' option and are not required to complete the evaluation process. Urban Counties will notify the Respondent of Urban Counties' intent to conduct site visits in ample time for the Respondent to make arrangements with the specified clients. The Respondent will not be invited to participate in the client visits; meetings will be limited to the Urban Counties project participants.

## **5.2 Contract Negotiation**

Following the decision of Urban Counties on selection of the successful Respondent(s), Urban Counties will conduct contract negotiations. Urban Counties reserves the right to negotiate with one or more Respondents and to make any modifications to the requirements and terms and conditions set forth in this RFP deemed necessary, provided such modifications do not constitute a substantial change. If Urban Counties is unable to negotiate a satisfactory contract with a Respondent, negotiations with that Respondent will be terminated. Urban Counties reserves the right to award the contract to any Respondent at any point in the contract negotiation phase.

### 5.3 Evaluation Criteria

Following are the criteria that will be used to evaluate vendor proposals, including the number of points out of a total of 500 points that have been assigned to each of the evaluation areas.

#### Completeness of Solution (200 points)

Proposals will be evaluated and scored based on the completeness of the Respondent's proposal. This includes the evaluation of the Respondent's proposed platform, project approach, viability and staffing. The score for this section also includes the Respondent's initial Proposal, supplemental materials provided, presentations and Statement of Work. The score for this section will include evaluation of the Respondent's proposal in regard to meeting the Urban Counties' goal of owning or otherwise controlling the Criminal Courts Module and other work product developed pursuant to the contract awarded under this RFP. Preference will be given to the Respondents who are willing to align their response with the overall goals of the Urban Counties regarding ownership and/or control.

#### Vendor Qualifications (200 points)

Proposals will be evaluated and scored based on Respondent's response including experience in the justice arena, government experience, county experience, established client base, years in business and proven solution. This criterion also includes the evaluation of the vendor key staff knowledge, skills and abilities as part of the Statement of Work.

#### Final Cost Proposal (100 points)

Final Cost Proposals will be evaluated and scored based on consistency with the proposal and Statement of Work. Any inconsistencies discovered during the review of the Final Cost Proposals may be addressed through adjustments to the anticipated costs at the discretion of the Urban Counties. Final Cost Proposals will be evaluated for potential leveraging of Urban Counties development staffing, and may be adjusted accordingly. Any Final Cost Proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected.

The lowest total cost proposal will receive 100 points. Remaining proposals under evaluation will receive points based on the following formula:

$$\text{Cost Points} = \frac{\text{Cost of Lowest Cost Proposal}}{\text{Cost of Proposal Under Evaluation}} * \text{Maximum Cost Points}$$

For Example:				
91	=	$\frac{\$250,000}{\$275,000}$	*	100

### 5.4 Notice of Awards

The award for this RFP will be posted on [www.cuc.org](http://www.cuc.org) (select "TechShare" from the left menu bar, then "Criminal Courts RFP Award" under the "Adult Case Management System (ACMS)" section) upon execution of a contract.

Any actual or prospective Respondent who is aggrieved in connection with this RFP, evaluation, or award of a contract may formally protest to Urban Counties by contacting Mr. John B. Dahill, Urban Counties General Counsel.

## **6 Terms and Conditions**

This section describes the terms and conditions applicable to this RFP and to be included in any contract that may result from this RFP (the "Contract"). By providing a binding signature of intent to comply with these terms and conditions in Appendix D, Compliance with Terms and Conditions, each Respondent acknowledges its acceptance of these terms and conditions as well as the additional procurement-related terms and conditions documented in Section 2, Procurement Information, as well as all other provisions set forth in this RFP, and agrees that these provisions will be included in any resulting contract. If a Respondent takes exception to a provision, the Respondent must explicitly identify the sub-section of the term or condition, state the reason(s) for the exception and set forth in Appendix D of its proposal the specific contract language it proposes to include in place of such provision. It is mandatory that a completed Appendix D be included in the proposal. Proposals that do not contain Appendix D, Compliance with Terms and Conditions, will be deemed by Urban Counties to be non-responsive and will be rejected. Exceptions and alternatives will be considered in the evaluation process.

### **6.1 General**

The terms and conditions and the other provisions contained in this RFP shall be made a part of the Contract. Additions and modifications to the terms and conditions made by or agreed to by the Urban Counties will be included in the final Contract with the successful Respondent (the "Awarded Vendor").

### **6.2 Entire Agreement**

Any Contract entered into, together with any supplements, as well as any exhibits, will constitute the sole, entire and only agreement between the parties and all such documents will be collectively referred to as the Contract. The Contract will supersede any prior agreements or understandings, whether written or oral, between the parties with respect to the products and/or services contracted for under the Contract. No course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms used in the Contract, nor will any oral representations bind a party.

### **6.3 Overcharges**

The Respondent hereby assigns to Urban Counties, any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1963) and which arise under the antitrust laws of the State of Texas, Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1986).

### **6.4 Software Ownership**

As stated previously in this RFP, Urban Counties intends to own outright the Criminal Courts Module built upon the platform provided by the Awarded Vendor, as well as other work product produced pursuant to the Contract (collectively, the "Work Product"). The Work Product is expected to include, but not necessarily be limited to, source code and machine readable data, application programming interfaces, associated manuals, procedures, processes,

documentation, descriptions, and data files. The Contract will contain terms negotiated with the Awarded Vendor describing the ownership interests of the respective parties in such work product, including intellectual property. Of specific focus will be the rights of Urban Counties in or to the platform provided by the Awarded Vendor, including the rights of Urban Counties after the expiration or early termination of the Contract.

### **6.5 Compliance with State, Federal, and Local Laws**

The Awarded Vendor must comply with all applicable state, federal and local laws and ordinances in providing services to Urban Counties under the Contract. Without limiting the generality of the foregoing, the Awarded Vendor must be able to demonstrate compliance with the Federal Tax Reform Act of 1986, Section 1606, amending Section 530 of the Revenue Act of 1968, dealing with issuance of W-2s to common law employees. The Awarded Vendor is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. The Awarded Vendor must comply with all federal and state tax laws and withholding requirements. Urban Counties will not be liable to the Awarded Vendor(s) or its employees or subcontractors for any unemployment insurance or workers' compensation coverage or federal or state tax withholding requirements. The Awarded Vendor may be required to demonstrate compliance with such laws at the written request of Urban Counties.

### **6.6 Commencement of Work**

The Awarded Vendor must not commence any billable work prior to Urban Counties' execution of the Contract. Work done before final execution of the Contract will be at the Awarded Vendor's risk and will not be reimbursed.

### **6.7 Time of the Essence**

Time is of the essence in the rendering of services and delivery of products. The Awarded Vendor agrees to perform all obligations and render services in conformance with the Contract.

### **6.8 Default**

In the event that the Awarded Vendor fails to carry out or comply with any of the terms and conditions of the Contract with Urban Counties, Urban Counties may notify the Awarded Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Awarded Vendor fails to remedy such failure or default within the ten (10) day period, Urban Counties shall have the right to immediately cancel the Contract.

The cancellation of the Contract, under any circumstances whatsoever, shall not affect or relieve Awarded Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract, and such cancellation by Urban Counties shall not limit any other right or remedy available to Urban Counties at law or in equity.

### **6.9 Force Majeure**

Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The Awarded Vendor will use its commercially reasonable best efforts to mitigate the impact of any such event or occurrence.

## **6.10 Termination**

The Contract that results from this RFP may be terminated as follows:

### **6.10.1 For Cause**

The Contract may be terminated by Urban Counties if the Awarded Vendor fails to perform as agreed or is otherwise in default, as provided in Section 6.8 herein.

### **6.10.2 No Liability Incurred by Urban Counties**

In no event shall such termination by Urban Counties as provided for under this Section give rise to any liability whatsoever on the part of Urban Counties whether such claims of Awarded Vendor are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing or for any other reason. Urban Counties' sole obligation hereunder is to pay the Awarded Vendor for products and/or services ordered and received prior to the date of termination.

## **6.11 Governing Law**

The Contract shall be construed and governed by the laws of the State of Texas. Venue for any litigation, mediation, or other proceedings arising from the Contract shall be exclusively in the state courts in Travis County, Texas.

## **6.12 Agreement Amendments**

No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. Only the contract administrator within Urban Counties or his/her designee will be authorized to sign changes or amendments.

## **6.13 Independent Contractor Status**

Awarded Vendor will, at all times during the performance of the Contract, be considered an independent contractor. Awarded Vendor agrees that Awarded Vendor and Awarded Vendor's employees and agents have no employer-employee relationship with Urban Counties. Urban Counties shall have no liability or responsibility with respect to payment of Federal Insurance Contribution Act (FICA), federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Urban Counties furnish or be liable for the provision of any medical or retirement benefits or any paid vacation or sick leave to the Awarded Vendor or any of its employees.

## **6.14 Right to Audit**

At any time during the term of the Contract and for a period of four (4) years thereafter Urban Counties or duly authorized audit representative of Urban Counties, at its expense and at reasonable times, have the right to audit Awarded Vendor's records relevant to all costs associated with the Contract. In the event such an audit by Urban Counties reveals any errors by Urban Counties or the Awarded Vendor that resulted in an overpayment by Urban Counties, the Awarded Vendor shall refund Urban Counties the full amount of such overpayments within thirty (30) days of such audit findings, or Urban Counties, at its option, reserves the right to deduct such amounts owed to Urban Counties from any payments due Awarded Vendor.

### **6.15 Observance of Urban Counties' Rules and Regulations**

Awarded Vendor agrees that at all times its employees will observe and comply with all laws and regulations pertaining to Urban Counties' facilities and the facilities of the member counties of Urban Counties, including but not limited to parking and security regulations. In the event that an employee of the Awarded Vendor has failed to comply with such laws or regulations, Urban Counties shall have the right to require the Awarded Vendor to remove such employee from any involvement in the Contract.

### **6.16 Non-Disclosure**

Awarded Vendor and Urban Counties acknowledge that they or their employees may, in the performance of the Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other, or owned by a participant in Urban Counties' TechShare program. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Awarded Vendor or Urban Counties, for any purpose other than in connection with performing responsibilities under the Contract unless expressly approved by the other party in writing in advance of such disclosure. In the event the disclosing party believes disclosure of the other party's information is required by law, then the disclosing party shall provide reasonable notice to the other party prior to disclosure so that the other party may take appropriate legal action to protect its proprietary or confidential information from disclosure.

### **6.17 Publicity**

Awarded Vendor agrees that it shall not publicize any portion of the Contract or its content or disclose, confirm or deny any details thereof to third parties or use Urban Counties' name or the name of any TechShare participant in connection with any sales promotion, advertisement, or publicity event, or for any purpose whatsoever, without the prior express written approval of Urban Counties.

### **6.18 Severability**

If one or more provisions of the Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

### **6.19 Presentment of Claims**

The Awarded Vendor may not file suit against Urban Counties on any claim arising from the Contract without first presenting the claim in writing to the Urban Counties. The claim shall include the Awarded Vendor's proposed resolution of the claim. The Urban Counties shall have sixty (60) days to respond to the claim.

### **6.20 Acceptance of Products and Services**

All products furnished and all services performed under the Contract shall be to the satisfaction of Urban Counties and in accordance with the specifications, terms, and conditions of the Contract. Urban Counties reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

## 6.21 Confidentiality of Information

The Respondent and/or Awarded Vendor shall keep confidential all information concerning the business of the Urban Counties (and its member counties), the makeup of its systems and methods of automation, its financial affairs, its relations with its citizens and its employees, as well as other information which may be specifically classified as confidential by Urban Counties.

## 6.22 Insurance

No Contract will be executed unless and until appropriate insurance coverages are obtained and certificates of coverage delivered to Urban Counties. The following insurance provisions are standard for Urban Counties' service contracts and may be subject to modification depending on the specific goods and services provided under the Contract.

All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. Required coverages must remain in effect through the term of the resulting Contract.

Standard insurance provisions are as follows:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.001 *et seq.* Tex. Labor Code) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.
2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence, including products/completed operations with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
  - Blanket contractual liability coverage for liability assumed under the Contract.
  - Independent Awarded Vendors coverage.
  - Urban Counties listed as an additional insured.
  - 30-day Notice of Cancellation in favor of the Urban Counties.
  - Waiver of Transfer Right of Recovery Against Others in favor of Urban Counties.
3. Errors and Omissions (Professional Liability) coverage that specifically includes computer software and services, with a combined single limit of \$1,000,000.
4. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsement in favor of Urban Counties:
  - Waiver of Subrogation endorsement
  - 30-day Notice of Cancellation endorsement
  - Additional Insured endorsement.

### **6.23 Security for Awarded Vendor's Performance**

To ensure that the Awarded Vendor performs as promised, Urban Counties shall withhold 20% of all progress payments due under the Contract for software and/or services provided. Retainage on software and/or services shall be paid to the Awarded Vendor within 30 days after successful completion and acceptance of software deliverables and on an annual basis upon successful completion of all services, including software maintenance and support.

Successful complete of software maintenance and support services will include maintaining the platform's performance (i.e. response time, throughput and the like) at level specified in the service levels to be included in the contract.

In the event the source code for the provided platform and appropriate related documentation to permit Urban Counties to maintain the platform is not provided to Urban Counties, then the Awarded Vendor will be required to enter into an escrow agreement with Urban Counties and an independent escrow agent. The escrow agreement must permit, at a minimum, the release of the source code and related documentation to Urban Counties in the event of an alleged breach of the Contract by the Awarded Vendor.

### **6.24 Non-Discrimination Policy**

In compliance with state and federal law, Urban Counties does not unlawfully discriminate in employment, contracts, or any other activity. If any special accommodations are needed for Americans with Disabilities Act (ADA) compliance, the Respondent and/or Awarded Vendor shall promptly notify the Urban Counties Project Manager.

### **6.25 Standards**

The service offering should consider and attempt to accommodate State of Texas standards for information technology. These standards are located at <http://www.dir.state.tx.us/standards>. Other standards and guidelines with which the offering should comply with are:

- 6.25.1 The National Information Exchange Model (NIEM), which can be located at <https://www.niem.gov>,
- 6.25.2 Data standards currently being developed by the Texas Criminal Justice Information Users' Group (TCJIUG), available at <http://www.tcjug.com/>.
- 6.25.3 Standards and Guidelines adopted by the Judicial Committee on Information Technology (JCIT), available at <http://www.courts.state.tx.us/oca/jcit/standards/standards.asp>.
- 6.25.4 US Rehabilitation Act, Section 508, available at <http://www.section508.gov/>

Also, one or more participating entities may engage in activities with regard to information to be maintained within the integrated justice system which bring such entities under the coverage of the regulations adopted by the federal Health and Human Services Department under the Health Insurance Portability and Accountability Act of 1996 (45 CFR Sections 160 through 164) ("HIPAA"). HIPAA regulations dictate the form in which certain health information is transmitted, and the manner in which certain health information may be used or disclosed. Whether HIPAA applies to an entity's data or activities is a determination to be made by each entity. The Selected Vendor must be cognizant of the HIPAA regulations and incorporate any applicable requirements in the Requirements Definition.

## **6.26 Delegation of Duties**

The Awarded Vendor must assume full responsibility for all services performed under the Contract. Urban Counties will consider the Awarded Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under the Contract. If any part of the work is planned to be subcontracted, the Respondent must include a list of subcontractors, including the firm name, address and contact person of each subcontractor, a complete description of the work to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's qualifications.

Unless specified in the Contract, the Awarded Vendor shall not delegate any duties under the Contract to a subcontractor unless Urban Counties has given written consent to the delegation. Urban Counties shall have the right to approve all subcontractors and to require the Awarded Vendor to replace any subcontractor found, in the opinion of Urban Counties, either initially or based on performance, to be unacceptable. Urban Counties reserves the right to receive copies of and review all subcontracts. The contract management of any subcontractor will be the sole responsibility of the Awarded Vendor, and failure by a subcontractor to perform shall be deemed to be failure of the Awarded Vendor. The Awarded Vendor must make all payments to subcontractors or suppliers. Urban Counties will not direct payments for services or products acquired in connection with the Contract other than to the Awarded Vendor, nor will Urban Counties release the Awarded Vendor from having to perform any obligations under the Contract, notwithstanding the fact that a subcontractor may have been engaged by the Awarded Vendor to perform those obligations.

## **6.27 Conflict of Interest**

The Respondent shall certify in writing in its proposal that no relationship exists between the Respondent and Urban Counties or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with Urban Counties.

The Respondent shall provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of the Contract. A conflict may include, but not be limited to, development of a competing software system or other IT product.

## **6.28 Assignment by the Awarded Vendor**

The Awarded Vendor shall not assign or transfer any interest in the Contract without the express prior written consent of Urban Counties.

## **6.29 Disclosure of Litigation**

### **6.29.1 Disclosure**

Each Respondent must include in its proposal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or

was concluded within seven (6) years from the date of this RFP. This is a continuing disclosure requirement that will be included in the Contract. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") commencing after the submission of a proposal must be disclosed in a written statement to the Urban Counties contract administrator within 15 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

### **6.29.2 Assurances**

In the event that any such proceeding disclosed to Urban Counties pursuant to this section, or of which the Urban Counties otherwise becomes aware, during the term of the Contract, causes Urban Counties to be concerned about (1) the Awarded Vendor's (or subcontractor's) ability to continue to perform the Contract in accordance with its terms and conditions, or (2) whether the Awarded Vendor (or subcontractor) in performing services for Urban Counties is engaged in conduct that is similar in nature to conduct alleged in such proceeding, which conduct would constitute a breach of the Contract or a violation of applicable law, regulations or public policy, the Awarded Vendor shall be required to provide Urban Counties all reasonable assurances requested by Urban Counties to demonstrate that:

1. The Awarded Vendor and/or its subcontractor(s) will be able to continue to perform the Contract in accordance with its terms and conditions, and
2. The Awarded Vendor and/or its subcontractor(s) has not and will not engage in conduct in performing services for Urban Counties which is similar in nature to the conduct alleged in such proceeding.

### **6.30 Indemnity**

The Awarded Vendor agrees to indemnify and hold harmless Urban Counties, its directors, employees and agents against any and all claims for damages, costs, and expenses that may arise from or be caused by any act or omission of the Awarded Vendor or any officer, agent, servant, employee, associate, sub-contractor or other person acting on behalf of the Awarded Vendor in the execution or performance of the services under the Contract.

#### **6.30.1 Intellectual Property Infringement Indemnity**

The Awarded Vendor shall indemnify, defend, and hold harmless Urban Counties and any entity contracting with Urban Counties for the right to use any products or services provided by the Awarded Vendor, their respective directors, employees, contractors and agents (singularly, an "Indemnitee" and collectively, the "Indemnitees") from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any action or proceeding brought against an Indemnitee to the extent that such action or proceeding is based on a claim that any piece of equipment or any software supplied by the Awarded Vendor or its subcontractors, or the operation thereof, or goods or services provided, or the use or reproduction of any documentation provided with such equipment or software, infringes any United States or foreign patent, copyright, trademark, trade secret, or other proprietary right of any person or entity. In addition, should the equipment or software, or goods or services provided, become, or in an Indemnitee's opinion be likely to become, the subject of a claim of infringement, the Awarded Vendor, at its own expense, shall:

1. Procure for Indemnitees the right to continue using the equipment, software, goods or services; or, if such option is not reasonably available to Awarded Vendor

2. Replace or modify the same with equipment or software, as the case may be, of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Awarded Vendor
3. Accept its return by Indemnitees with appropriate credits to Urban Counties against the Awarded Vendor's charges, or refunds to the Urban Counties for amounts previously paid. Such credits and/or refunds shall be in addition to any other remedies available to Indemnitees.

### **6.30.2 Other Indemnities**

The Awarded Vendor shall indemnify, defend and hold harmless Urban Counties, its employees and agents from and against all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. The breach by the Awarded Vendor of any representation or warranty made by the Awarded Vendor in the Contract;
2. Any claims arising out of, or related to, occurrences that the Awarded Vendor is required to insure against as provided above;
3. The death or bodily injury of any person, or the damage, loss or destruction of any real, tangible or intangible personal property in connection with the performance of services by the Awarded Vendor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional conduct of Urban Counties;
4. Any claim or demand asserted against Urban Counties which results from an act or omission of the Awarded Vendor or any of its subcontractors in its or their capacity as an employer of a person; and
5. Any breach of the Awarded Vendor's confidentiality obligations set forth in the Contract.

In any claims against Urban Counties, or any of its agents, directors, or employees, are made by any employee of the Awarded Vendor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Awarded Vendor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts.

### **6.31 Ownership of Work Product**

Unless expressly stated otherwise in the Contract, all work product shall be the sole property of Urban Counties. All property rights, including publication rights, in all work product, including, without limitation, the interim drafts and final reports, programs, and documentation (in printed and machine-readable media) developed under the Contract belong to Urban Counties. The Awarded Vendor hereby assigns, and shall assign, to Urban Counties all right, title and interest in the work product and all copyrights, patents, trade secrets and other proprietary rights in each of the foregoing. With regard to work performed by the Awarded Vendor's subcontractors, the Awarded Vendor shall require that all agreements with subcontractors provide for the irrevocable assignment of rights to Urban Counties, without additional consideration, of all such work product of the subcontractors.

All records applicable to Urban Counties and/or TechShare participants, including working papers and operational documentation are the property of Urban Counties and/or the respective TechShare participants.

Upon termination or expiration of the Contract, all applicable records and all work product must be delivered immediately to Urban Counties or the respective TechShare participant(s). Under no circumstances - including an alleged breach of the Contract by Urban Counties - will the Awarded Vendor be permitted to retain any record applicable to Urban Counties and/or TechShare participants or any work product after such is requested to be turned over to Urban Counties.

## **6.32 Personnel**

The Awarded Vendor shall warrant that all persons assigned to the project shall be employees or subcontractors of the Awarded Vendor, and shall be fully qualified to perform the work required herein.

Personnel commitments made in the Awarded Vendor's proposal and subsequent Contract shall not be changed without the prior written approval of Urban Counties. Replacement of key personnel, if approved by Urban Counties, shall be with personnel of equal or greater ability and qualifications.

### **6.32.1 Key Personnel**

The Awarded Vendor shall assign all key personnel identified in its proposal to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the Awarded Vendor under the Contract. Urban Counties shall have the right to approve the assignment and replacement by the Awarded Vendor of all key personnel assigned to provide services or to provide onsite representation of the Awarded Vendor, including, without limitation, the project team manager, other individuals named or described in the Awarded Vendor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Awarded Vendor shall notify Urban Counties of the proposed assignment, shall introduce the individual to the appropriate representatives of Urban Counties, and shall provide to Urban Counties a résumé and any other information about the individual reasonably requested by Urban Counties. Urban Counties reserves the right to interview the individual before granting approval.

### **6.32.2 Replacement of Personnel at Urban Counties' Request**

Urban Counties reserves the right to require the Awarded Vendor to replace Awarded Vendor and/or subcontractor employees whom Urban Counties judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of Urban Counties. Before a written request is issued, authorized representatives of Urban Counties and the Awarded Vendor will discuss the circumstances. Upon receipt of a written request from an authorized representative of Urban Counties, the Awarded Vendor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Awarded Vendor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give Urban Counties the right to require the Awarded Vendor to terminate any Awarded Vendor employee's employment. Rather, this provision is intended to give Urban Counties only the right to require that the Awarded Vendor discontinue using an employee in the performance of services for Urban Counties.

### **6.32.3 Unauthorized Removal of Key Personnel**

It is critical to the overall success of the project that the Awarded Vendor not remove or reassign, without Urban Counties' prior written approval (which approval shall not be unreasonably withheld),

any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Awarded Vendor's obligations under the Contract. The unauthorized removal of key personnel by the Awarded Vendor shall be considered by Urban Counties as a material breach of contract and grounds for termination.

### **6.33 Funding Out Clause**

Continuation of this Contract is subject to the availability of funds. If funds to effect continued payment are not available, Urban Counties shall have the right to terminate the Contract without penalty by giving written notice of termination to the Awarded Vendor.

In connection with the Contract, Urban Counties agrees to notify the Awarded Vendor promptly when it appears certain that the necessary funding or authorizations shall not be obtained. If partial funding sufficient for a clearly separate task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks, and the Contract shall be amended accordingly.

### **6.34 Contract Modifications and Change Orders**

Urban Counties may, from time to time, modify Contract terms or require changes in the scope of the services of the Awarded Vendor to be performed under the Contract. Such modifications or changes, which are mutually agreed upon by and between Urban Counties and the Awarded Vendor, shall be incorporated in written amendment to the Contract.

### **6.35 Other Representations and Warranties**

The Awarded Vendor shall make the following representations and warranties:

1. The Awarded Vendor will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in the Contract.
2. The Awarded Vendor represents and warrants that all products and services it provides under the Contract will be accurate and free from any material errors.
3. Awarded Vendor represents and warrants that it will, at its own cost, correct any defects in products or services it provides under the Contract as soon as is practical after Awarded Vendor becomes aware of such defects or is notified of such defects. If Awarded Vendor refuses or neglects to make good such defects within a reasonable time after receiving notice requesting such remedial work, then Urban Counties will be entitled to make good such defective products or services at the expense of Awarded Vendor. This commitment by Awarded Vendor is in addition to, and not in substitution for, any other remedy for defective products or services that Urban Counties may have at law or in equity.
4. Awarded Vendor will call to Urban Counties' attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Awarded Vendor which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Awarded Vendor's responsibilities or obligations under the Contract in a case where such documentation or material is furnished, unless Awarded Vendor advises Urban Counties in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and Urban Counties confirms

in writing that it wishes Awarded Vendor to proceed in accordance with the documentation and material as originally provided.

5. The Awarded Vendor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
6. The Awarded Vendor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with the manufacturers' recommendations.
7. The Awarded Vendor will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under the Contract.
8. The Awarded Vendor will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
9. The Awarded Vendor will perform the services in a manner that does not infringe the proprietary rights of any third party.
10. The Awarded Vendor will perform the services in a manner that complies with all applicable laws and regulations.
11. The Awarded Vendor has duly authorized the execution, delivery and performance of the Contract.
12. The Awarded Vendor has not provided any gifts, payments or other inducements to any officer, employee or agent of Urban Counties.
13. The Awarded Vendor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services.
14. The Awarded Vendor will not insert or activate any disabling code into the systems used to provide the services without the Urban Counties' express prior written approval.

The Awarded Vendor shall require its subcontractors, if any, to make the same representations and warranties.

### **6.36 Urban Counties Exculpation**

The Awarded Vendor acknowledges and agrees that Urban Counties shall not be responsible for or liable to the Awarded Vendor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Awarded Vendor, or for any other damages that may be suffered by the Awarded Vendor, as a result of any act or omission of any other Awarded Vendor to Urban Counties.

### **6.37 News Releases**

The Awarded Vendor will not make any news releases, public announcements or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this RFP, the Contract, or the services, study, data or project to which this RFP and the Contract relate, without the prior written approval of Urban Counties, and then only in accordance with explicit written instructions from Urban Counties.

### **6.38 Survival**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to, the parties' respective indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason.

### **6.39 Responsibility for Urban Counties Property**

The Awarded Vendor shall assume full responsibility for and shall indemnify Urban Counties and its member counties for any and all loss or damage of whatsoever kind and nature to any and all Urban Counties or county property, including any equipment, supplies, accessories, or parts furnished, while in the Awarded Vendor's custody and care for storage, repairs, or services to be performed under the terms of the Contract, resulting from the negligent acts or omissions of Awarded Vendor or any employee, agent, representative, or subcontractor of Awarded Vendor.

## Appendix A: Scope

### Functional Scope:

The initial version of the Criminal Courts component will provide the following capabilities based on needs identified in the updated strategic plan for integrated justice:

- ◆ One stop-shop of information about an individual and all cases involving that individual;
- ◆ Full case history including integration with county-specific document management systems;
- ◆ Judge/clerk/court coordinator and administrative staff functions;
- ◆ Criminal courts case management including:
  - Case assignment,
  - Docketing/case calendar including managing the dockets of diversion and specialty courts,
  - Jail status – docket appearance list,
  - Case jacket,
  - Jury charge,
  - Subpoena filing with the clerk.
  - Tracking of subpoena service delivery by constables,
  - Bench warrants,
  - Plea filing with the court, and
  - Case disposition and sentencing;
- ◆ Bond processing performed by clerks' offices including:
  - Recording of bonds,
  - Processing bond forfeiture, and
  - Processing bond revocation;
- ◆ Criminal courts motions/orders/dispositions including:
  - Filing of motions/orders,
  - Processing appeal events,
  - Processing competency/insanity trials,
  - Processing judgment/sentence, and
  - Processing post-conviction writs;
- ◆ Property and evidence management;
- ◆ Management of fee collections including:
  - Determining appropriate fees and court costs,
  - Recording, receipting, and depositing monetary and non-monetary payments,

- Suspension and re-instatement of collection on assessments,
- Managing delinquent fee collections,
- Integrating with external collection agencies,
- Disbursing funds to a claimant,
- Distributing payments/credits (both monetary and non-monetary) against assessments/fees, and
- Preparing various required management reports on financial activities for internal and external reporting;
- ◆ Additional clerk functions including records management capabilities, diversion tracking and cash bonds;
- ◆ Document generation and management;
- ◆ Basic electronic notifications such as email notification of the assigned court date to the attorney of record;
- ◆ External reporting by clerks' offices to the Office of Court Administration (OCA) and the Department of Public Safety;
- ◆ eSignature capability for court officers;
- ◆ Biometric capture and identification;
- ◆ Integration with LiveScan in the court room;
- ◆ Reporting of court performance data;
- ◆ Public information portal with information on court schedules, case history, etc.;
- ◆ Required integration with existing county justice and financial applications; and
- ◆ Data conversion architecture components including appropriate transform and load routines to support the migration of data into the new TechShare Justice - Criminal Courts Module from participating counties' existing systems.

**Courts Functionality Not In Scope**

The table below outlines criminal courts functionality which is specifically not in the scope of the initial version of the Criminal Courts Module.

Function Identified As Out of Scope	Proposed Plan for Providing Functionality
Bond licensing and other bond management functions such as tracking bondsman capacity, etc.	Currently defined as part of a potential ACMS Pre-Trial module. This may be added to scope in the second stage of the procurement process.
E-Filing portal to provide the capability for the criminal defense bar to file electronically with the courts	Currently defined as a separate TechShare Justice module to be developed following adoption of statewide rules for electronic criminal case filing

Function Identified As Out of Scope	Proposed Plan for Providing Functionality
Attorney selection for indigent defense (attorney wheel)	Currently defined as part of a potential TechShare Justice - Public Defender and Indigent Defense Module
Magistration function	Currently defined as part of TechShare Justice - Prosecutor and Grand Jury Module expected to be deployed prior to the TechShare Justice - Criminal Courts Module. Magistrates performing other criminal courts functions are supported in the proposed scope of the TechShare Justice - Criminal Courts Module
Justice of the Peace criminal court functions	Assumed to be performed in other county specific justice systems
Jury services	Assumed to be a county specific solution separate from TechShare Justice
Subpoena creation	Currently defined as part of TechShare Justice - Prosecutor and Grand Jury Module
Plea preparation	Currently defined as part of TechShare Justice - Prosecutor and Grand Jury Module
Resource scheduling including online maintenance of defense attorney out of office schedules	Assumed to be in a follow-up Criminal Courts Phase 2 project
Advanced notifications including potential subscription services for defense bar, bondsmen, etc	Assumed to be in a follow-up Criminal Courts Phase 2 project

**Appendix B: Administrative Compliance Checklist**  
**TechShare Justice - Criminal Courts Module**  
**ADMINISTRATIVE COMPLIANCE CHECKLIST**

Vendor / Proposal: \_\_\_\_\_

Completed by: \_\_\_\_\_

Mandatory Proposal Component	RFP Reference	Completed (Y/N)
The Proposal must indicate the primary software vendor as the Prime Vendor responsible for the complete design, delivery, implementation, and maintenance for the system.		
Proposal must be received at the Urban Counties office by Wednesday, January, 18, 2012 at 5:00 p.m. Central Time		
The vendor meets minimum vendor qualifications as stated in the RFP		
6 copies of the proposal, including one original, signed in ink, are to be submitted in a sealed envelope. Two electronic copies are to be included with the six printed versions of the proposal.		
Proposal must be signed by an individual employed by the Prime Vendor and authorized to bind the firm.		
Proposal should include a graphical representation of the recommended platform.		
Transmittal Letter		
(a) Transmittal letter includes names, titles, addresses, and telephone numbers of individuals authorized to make representations on behalf of the Vendor;		
(b) Transmittal letter includes statement that the person signing the transmittal letter is authorized to legally bind the Vendor;		
(c) Transmittal letter includes statement that the proposal shall remain firm for a period of one hundred-eighty (180) days after receipt of the proposal and subsequent Statement of Work and Final Cost Proposal, if requested; and		
(d) Transmittal letter limited to 2 pages (including salutation, signature block, etc.)		
Executive Summary limited to five (5) pages and provides a summarization offering, approach and qualifications.		

Mandatory Proposal Component	RFP Reference	Completed (Y/N)
Company's audited annual financial statements for the past 2 years and, if registered with Dun & Bradstreet, D&B business information report showing last 2 years of activity dated within the last 3 months. Should the vendor not have audited financial statements, they must agree to be audited by a firm approved by the Urban Counties, at the vendor's cost, if they are awarded a contract		
References – at least three (3) references from the vendor. If the proposal includes subcontractors, each subcontractor must also submit at least three (3) valid references.		
References must include at least one justice system client of comparable size to Dallas County using the proposal platform or documentation from an independent validation process that clearly shows that the platform can scale to the required performance levels.		
The Respondent must provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP.		
Each Respondent must include in its proposal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (6) years from the date of this RFP.		

**Appendix C: Client Reference Form**

The Respondent must complete the form below for each reference submitted. All areas of the form must be completed. If an area is not applicable for the reference, indicate such with "N/A".

<b>Customer Name</b>	<b>[Enter Customer Name Here]</b>
Project Name	
Timeframe	
Project Description	
"Go Live" Date	
Project Scope	
Number of Users	Total Users: _____ Concurrent Users: _____
Technical Environment	
Types of Interfaces and Integration Tools Used	
Project Cost	
Project Outcome	
Staff Assigned and Responsibilities	
Contact Information	Name: Title: Phone: Email:

**Appendix D: Compliance with Terms and Conditions**

By signing below, Respondent agrees to provide the services described above and agrees to abide by all the terms and conditions as specified in this document. Any exceptions taken to the terms and conditions as set forth in Sections 2 and 6 of the RFP **must** be identified by sub-section number, including an explanation as to why the Respondent cannot comply with the specific term or condition and a statement recommending terms and conditions the Respondent would find acceptable. Any exceptions not identified will not be considered.

By signing below, the Respondent affirms that the Respondent presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP.

Included in the Respondent's submission should be a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (6) years from the date of this RFP. By signing below, Respondent affirms that the information provided is complete.

Respondent: \_\_\_\_\_

Signature of Authorized  
Representative: \_\_\_\_\_

Printed Name of Authorized  
Representative \_\_\_\_\_

Title of Authorized  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Exceptions: \_\_\_\_\_

**Appendix E: Adult Criminal Justice System Strategic Plan**

Select "TechShare" from the left menu bar, then "Strategic Plan" under the "Adult Case Management System (ACMS)" section.