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## TechShare Justice

## Criminal Courts Platform RFP

## Responses to Vendor Questions

*Responses Prepared 01/05/12, Updated 01/11/12*

**1. Would you extend the deadline?**

The Proposal Due Date will be extended to January 25, 2012, 5:00 p.m.

**2. Would you consider a J2EE Platform?**

No.

**3. In Section 2.2 of the RFP document, Respondent Qualifications, it reads: " 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.**

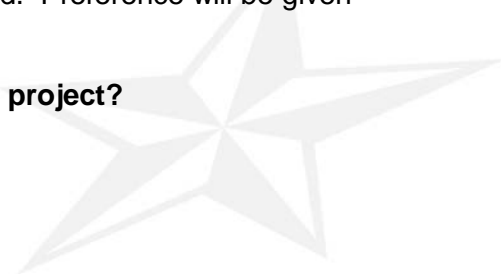
**Respondents must have demonstrated experience delivering large scale justice systems, with justice experience in Texas preferred...."**

**Will TechShare consider a vendor with experience in delivering enterprise class, scalable web business applications (and Mobile applications) to customers that include projects for the US Department of Defense (US Army), large commercial customers (fortune 50 retailers, large biotech, large service providers, etc.) as well as some public sector projects?**

A response for a platform that has been used to deploy a large-scale application in the public sector will be accepted. Preference will be given to expertise in the justice domain.

**4. Has a budget already been adopted for the project?**

No.



**5. Is this new ACMS going to replace contract with Tyler?**

No.

**6. Are there any metrics that you can share in terms of caseloads, benchmarks, etc?**

Measures for criminal court for a county the size of Dallas County are estimated as follows:

- Up to 12,000 transactions per day (defined as changes, adds, and the like to case files)
- Up to 3,000 users from within the County and the Law Enforcement Agencies (not split between inquiry / full users), with a population of 2.5 million who could potentially have web access to lookup
- 80,000 new cases per year
- Minimum 10 year retention with on-line access

**7. Would software escrow meet your needs for IP? In the RFP the requirement for IP, potential Respondents would like to know if establishment of escrow would meet that requirement instead of just transferring a copy of the source code to Urban Counties.**

It depends on the proposed solution. The platform in its purest sense is a set of tools such as workflow, calendaring, notification, integration and report components that enable the building of applications. It is understood that a platform may be ubiquitous to the software development industry, e.g. Visual Studio 2010. If such a platform is proposed, the Respondent may not be able to transfer a copy of the intellectual property to the Urban Counties. As the same time, a platform product like Visual Studio 2010 can be provided from a number of sources and there is a broad base of expertise available in the marketplace to develop and maintain software using this sort of platform product.

On the other hand, if the Respondent offers a platform that is proprietary to the Respondent and/or not generally available in the marketplace, there is not a broad base of expertise available in the marketplace to develop and maintain software using the platform, and the Respondent does not propose to transfer ownership rights in the platform to Urban Counties, then Urban Counties will insist on an escrow agreement for the source code for the platform. The escrow agreement must allow the Urban Counties, at its sole discretion, to access the intellectual property based on its determination that the Respondent is non-performant under the agreement. In addition, the Respondent must include provision for regular updating of the escrow with a complete, usable copy of the intellectual property with a mutually acceptable repository, and the repository vendor must independently verify that the intellectual property is complete and usable, at the Respondent's expense. In this scenario, Urban Counties would require a multi-year agreement that could only be terminated with sufficient notice for Urban Counties to be in a position to procure or develop a replacement platform prior to termination.

If the Respondent offers a solution that is more than a pure platform and includes elements of the courts applications, an escrow agreement is less likely to meet the Urban Counties' stated desire to own and control the courts application.

8. **The RFP indicates that there is a goal to deliver initial functionality of the first version of the Criminal Court solution in 18 months. Is this a goal or requirement?**

It is a goal.

9. **The RFP indicates in Section 4.3 that the preferred code basis is .NET Framework 3.5 or higher. What are the technical expectations for fulfilling this requirement?**

The intent of this provision is to determine where the platform lies on the technology continuum for .NET product development. A platform that supports new development that is compliant with all the technical requirements of the RFP is preferred. It is understood that software components that form the platform may be in some state of migration to the latest version of .NET. The technical evaluation will consider the extent of compliance with the technical requirements described in the RFP.

10. **Does your definition of platform include application components that have been built to support the operation of courts?**

Applications are defined at a higher level than the platform. The platform in its purest sense is a set of tools such as workflow, calendaring, notification, integration and report components that enable the building of applications. If the Respondent is able to offer application components that support the goals and requirements of court operation, these should be described in the response in addition to the platform. The Respondent should specify the terms under which the application components would be provided with the platform.

11. **Do the conflict of interest provisions of the RFP limit the ability of the awarded vendor from competing for similar business within the State of Texas?**

As implied in Section 2.3, the awarded vendor will have no limitation from competing for similar business as long as the Urban Counties realizes the benefit of "most favorable" pricing as stated in the RFP.

It is clearly indicated in Section 6.4 of the RFP that all work product produced under this agreement remains the property of Urban Counties and may not be used for any other purpose, including competing products, without the express written consent of Urban Counties.

The intent of Section 6.27 of the RFP is to limit the awarded vendor's ability to offer products and/or services to other customers in such a way that it will adversely impact performance of the awarded vendor under the agreement with Urban Counties.

12. **In the Strategic Plan, the five year roadmap indicates that the prosecutor module has similar priority to the courts. Has the prosecutor module been implemented?**

Another project is underway to address this component.

**13. With regard to prime vendors working with subcontractors, must all subcontractors be identified in the initial submission?**

No. It should be noted that the initial ranking of the responses for the purpose of identifying the Respondents selected for preparation of a Statement of Work will take into consideration the staffing available to fulfill the requirements of the procurement, including any potential subcontractors.

**14. Can you discuss the intent of Section 6.36?**

The intent of this provision is to protect the Urban Counties from any potential damages that may be suffered by one awarded vendor because of acts or omission by another awarded vendor under a scenario the Urban Counties issues multiple awards as a result of this RFP.

**15. On page 34, section 6.29.1, Disclosure, is there a typo where it states "seven (6) years"?**

Yes. The same typo is also found in the corresponding section of Appendix B, Administrative Compliance Checklist, and in Appendix D, Compliance with Terms and Conditions. In all instances, the period described should be seven (7) years.

**16. Appendix B, the checklist that is included, is that something for internal use?**

Yes. The checklist will be used internally by the Urban Counties to determine administrative compliance of the responses with the requirements of the RFP.

**17. Does the Urban Counties expect all of the development activities to occur on-site in Austin?**

Urban Counties will lead the collaborative development effort that will include the awarded vendor and, potentially, county participants, from the TechShare Development Center in Austin, Texas. Work assigned to the awarded vendor may be performed in a vendor-managed facility as long as supervision and technical coordination is performed from the TechShare Development Center.