

**TRINITY COUNTY, TEXAS
REQUEST FOR PROPOSAL (RFP) NO. 2018-10.1**

**COURT MANAGEMENT SOFTWARE
FOR DISTRICT CLERK & COUNTY CLERK**

SECTION I - GENERAL INSTRUCTIONS AND INFORMATION

1.00 INTRODUCTION

Trinity County is issuing this Request for Proposal (RFP) for the purpose of soliciting vendor proposals for an administrative data processing system to serve the current and projected needs of Trinity County District Clerk and County Clerk. The application software configuration should comply with the minimum specifications as outlined in the RFP.

1.01 SCOPE OF WORK

The County intends to seek the best solution, based on the representative criteria contained in this RFP, for its data processing needs. The successful vendor(s) will seek to establish a turnkey, integrated hardware/software environment for the County, which will satisfy the specifications contained in the RFP, bringing to bear whatever vendor resources are required from the areas of computer system hardware, software, technical training, conversion, maintenance, and services support.

Trinity County requests that responding vendors propose the following applications and services:

- Advanced judicial court management software that provides robust reporting, scheduling, and case management functionality.
- User-friendly and responsive public interface and intuitive, easy-to-use staff interface.
- Application, technical and administrative training.
- Ongoing, 24.7 support and maintenance.

The County desires to contract with a single vendor for all software and software maintenance, installation, conversion and support with recommended hardware requirements specified in proposal. However, the Commissioners Court reserves the right to evaluate each software application module on its own standard of performance, regardless of whether other or remaining application modules of the Vendor are considered by the County. The Commissioners Court reserves the right to award the system to any one Vendor or a combination of Vendors.

1.02 SUMMARY OF PROPOSAL CONTENT

The RFP should be organized in the following order:

Cover Letter
1.0 Executive Summary
2.0 Company Background
3.0 References
4.0 Application Software Specifications
5.0 Implementation Methodology
6.0 Support and Maintenance
7.0 Hardware Specifications
8.0 Cost Summary
9.0 Terms & Conditions
Additional Service Information for Appendices

DETAIL OF PROPOSAL CONTENT

1.0 Executive Summary

The Executive Summary should include a brief overview of the Proposal. It should be prepared in such a manner as to make it understandable to individuals not familiar with the terminology peculiar to a project of this type.

2.0 Company Background

The Company Background should provide vendor information including, but not limited to:

- Company Headquarters Information
- Complete list of products provided by the Vendor
- Financial History
- Company Awards and Merits
- Number of Year in Public Sector Software
- Total number of Cities/Counties
- Software evolution and direction

3.0 References

Vendor must supply at least three (3) references that are currently using a similar system requested by a County. **This reference list is mandatory.**

4.0 Application Software Specifications

Please provide Application Specifications as thoroughly as possible and include general program capabilities. Please include costs information in the Cost Summary section of your RFP Response. If additional costs are necessary, please itemize costs in the Cost section of this response.

5.0 Implementation Methodology

The Vendor's Implantation section should include information on all facets of the implementation process. Please provide thorough information above the following:

- Project Approach
 - Is the Implementation completed in Phases? If so, how many? What do they consist of?
- Project Management
 - Methodology
 - Milestones/Deliverables
 - Project Management Selection
 - Implementation Team Experience
- Vendor/County Responsibilities
 - What is the County responsible for during implementation?
 - What services do the Vendor supply
- Timelines
 - Provide a sample implementation timeline chart
- Data Conversion
 - Conversion Methods
 - Conversion Process
 - Data Extraction
 - Scheduling
 - Data Validation

- Training
 - Training Methodology
 - Training Options
 - Training Requirements
 - Syllabus Information

6.0 Support & Maintenance

The Vendor should provide the following Support information:

- Support Options
 - Does the Vendor provide a toll-free support number?
 - Does the Vendor provide Online Support?
 - Other options for support?
- Support Goals
 - Please provide Response Times and Resolution Times to the following incident levels
 - Emergency
 - Critical
 - Standard Help Call
- Problem Escalation Procedures
 - How are incidents handled?
 - What tools do the Vendor Support Staff use?
 - What is the basic chain of command?
- System Updates
 - How are updates managed?
 - How often are updates released?
 - What is the typical downtime during an update?

7.0 Hardware Specifications

Hardware and System Operating Software Requirements

The vendor is encouraged to recommend any enhancements to the minimum requirements stated below that will improve the overall performance and usability of the system.

Describe the following requirements of the proposed system:

- Server Details
- Operating System
- Network Environment
- Processor Information
- Size of Memory
- Hard Drive Arrays
- Available Disk Space
- Workstation Requirements
- Printer/Scanner Compatibility
- Please provide all configuration options
- Who is responsible for system software maintenance?
- If the hardware and system software is purchased from a third-party vendor, who is responsible for hardware and system software support?

8.0 Cost Summary

Amounts should contain no taxes and include all transportation and delivery, FOB, Groveton, Texas. All costs shall be in actual dollar-and-cents amounts, "Time and Material" quotation is not acceptable. Please provide best estimate of travel costs, cables, and other miscellaneous items. The County reserves the right to procure by other means any personal computers needed.

9.0 Terms and Conditions

Software Defects

Vendor shall properly correct all software defects for which the vendor is responsible, within a time-period agreed upon by the County and the vendor.

Insurance

Certificates of insurance shall be provided to the County. All insurance shall be in effect during the term of the contract. Please provide a copy of current insurance coverage.

Conversion

Electronic conversion of the County's existing data is extremely important. Vendor must address the conversion methodology and disclose all related conversion costs in the cost summary

Response Preparation Costs

The County will not pay any costs incurred by any vendor in the proposal preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing vendors with the exception of costs associated with any County personnel visits to Vendor office or other County sites.

DELIVERABLES

One original and two copies of the proposal will be accepted until **4:00 p.m. on November 15, 2018**. Proposals submitted must be binding for no less than **ninety (90) days** after the date received. Trinity County will select the proposal, or combination of proposals, that, in its opinion, is in the best interest of the County. Trinity County reserves the right to reject any or all proposals or portions of a proposal. Trinity County also reserves the right to waive minor technicalities in the proposal. Trinity County not only reserves the right at the sole discretion of Commissioners Court to reject any or all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal. In addition, to accept the proposals (or proposals) deemed to be in the best interest of the County, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, Trinity County reserves the right to accept a proposal (or proposals) for any or all items separately or together.

SUBMISSION: Sealed proposals shall be received, or post marked by November 15, 2018 until 4:00 p.m.

CLEARLY MARK ENVELOPE: "RFP — COURT MANAGEMENT SOFTWARE"

RETURN PROPOSALS TO: TRINITY COUNTY AUDITOR
Trinity County Courthouse
162 E. 1st Street, 3rd Floor
P O Box 1030
Groveton, TX 75845

Proposals must be submitted as instructed in this packet. **One original and two copies** of your proposal shall be placed in a sealed envelope, with each appropriate page manually signed by a person having the authority to bind the *firm* in a contract. The proposal number and title must be clearly marked on the outside of the envelope. **No elaborate binding or binders, please.** Facsimile transmittal shall not be accepted.

Proposals may also be hand-delivered to the above address by the date and time specified. It is the responsibility of the Vendor to delivery the proposal in accordance with these instructions contained above and/or elsewhere in the RFP. Proposals dispatched, but not receive Trinity County by proposal closing time, will be returned, after receipt, unopened to the Vendor.

NO OFFER: If offeror does not wish to submit a proposal at this time but desires to remain on the list for this service, please submit a “NO OFFER” by the same time and at the same location as stated above. Trinity County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any “NO OFFER” response any requirements of this RFP, which may have influenced your decision to “NO OFFER”.

ACCEPTANCE/REJECTION OF PROPOSALS: It is understood that the Trinity County Commissioners Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest **and** best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposals.

LATE PROPOSALS: Proposals received in the County Auditor’s Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Trinity County is not responsible for lateness of mail, carrier, etc., and the time and date stamped by the Auditor’s Office shall be the official time of receipt.

ALTERATION OF PROPOSALS: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS: A proposal may not be withdrawn or cancelled by the offeror for a period of thirty (30) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

ACKNOWLEDGEMENT OF PROPOSALS: Proposals will be received and publicly acknowledged at the Commissioners Court meeting on November 19, 2018. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offeror and kept secret during the negotiation/evaluation process. All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

RFP CONTACT AND QUESTIONS

Offerors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror.

Requests for information regarding matters related to this RFP should be directed to:

Bonnie Kennedy
Trinity County Auditor
P O Box 1030
Groveton, TX 75845
T: 936-642-2233
E-mail: bonnie.kennedy@co.trinity.tx.us

SECTION II — SPECIFIC REQUIREMENTS

2.00 GENERAL: The following information is specific to the selection of a firm for the services described in the scope of services to follow.

2.01 CONTRACTUAL INFORMATION:

Award of Contract – The final award of the proposal or contract will be made by the Trinity County Commissioners Court.

Contract: In addition to the completed proposal, a resulting contract may be required by Trinity County, including but not limited to, written correspondence between the County and the vendor subsequent to the proposal submission, facsimiles, and product literature.

Confidentiality of Documents: Proposals shall be opened to avoid disclosure of contents to competing Vendors and kept secret during the process of negotiation. However, all proposals that have been submitted shall be open for public inspection after contract award. Trad secrets and confidential information, as specified by the vendor, contained in the proposals shall not be open for public inspection.

Contact with County Employees: In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person(s) so named in this RFP. Contact with any other County employee, except at the vendor pre-bid meeting or demonstration, (if conducted), is expressly prohibited without prior consent of the person(s) named herein. Vendors directly contacting other County employees will risk elimination of their proposal from further consideration.

2.02 EVALUATION CRITERIA: The basis for the evaluation of proposals received is included, but not limited to, the following considerations:

1. Vendor's performance record in meeting the requirements of their existing customers (users). Particular emphasis will be placed in the areas of customer support and the ability to meet the anticipated future needs of the County.
2. Number of live public sector customers (users) in the State of Texas using the software and hardware configuration being proposed.
3. Amount and cost of vendor support that will be available for conversion, implementation, assistance, and on-going modifications.
4. Proven, existing application systems the vendor has available now for immediate implementation. The vendors capabilities in other systems areas will be treated as a positive factor.
5. Capability and costs to perform the required conversion of existing data files
6. Quality of application software manuals, or other documentation and training aids
7. Ease and ability to train user personnel
8. Adherence to the requested proposal format, which includes the thoroughness of the proposal as well as the format of the presentation
9. Software and hardware maintenance, support and service capability
10. Required experience and number of in-house data processing personnel necessary to operate and maintain the system
11. The number, type and experience of local vendor staff
12. Proposer's ability to support the total system solution, including installation, conversion, software, training, and hardware/software maintenance, and support.
13. Responsiveness to software requirements outlined in this RFP.

DOWNGRADING OR DISQUALIFICATIONS

1. The following are cause for downgrading or disqualification, depending on circumstances:
 - a. The firm fails to deliver a response by the due date and time.
 - b. The firm fails to meet one or more requirements of the RFP.
 - c. The firm materially changes one or more requirements of the RFP.
 - d. The firms limits the rights of the County.
 - e. The firm fails to include information necessary to substantiate that it will be able to meet a need of the County.
 - f. The firms fails to respond to the County's request for information, documents or references.

CALENDAR OF EVENTS

Proposal Advertisement	October 1, 2018
Last Day to Submit Proposal Questions	November 8, 2018
Proposal Closing Time/Date	November 15, 2018 4:00 p.m.
Publicly Acknowledge at Commissioners Court	November 19, 2018 9:00 a.m.
Review Vendor Proposals	Week of November 26, 2018
Contract Award	December 4, 2018

*All dates subject to change

SECTION III - GENERAL CONTRACT TERMS AND CONDITIONS

3.00 CONTRACT: This proposal, submitted documents and any negotiations, when properly accepted by Trinity County, shall constitute a contract equally binding between the successful offeror and Trinity County. No different or additional terms will become a part of this contract with the exception of a Change Order.

3.01 CONFLICT OF INTEREST: No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

3.02 CONFIDENTIALITY: All information disclosed by Trinity County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

3.03 ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Trinity County Judge. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda.

3.04 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Trinity County Judge.

3.05 ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Trinity County Commissioners.

3.06 VENUE: This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Trinity County, Texas.

3.07 SUBMITTAL OF CONFIDENTIAL MATERIAL: Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Trinity County.

3.08 INDEMNIFICATION: Successful offeror shall defend, indemnify and save harmless Trinity County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Trinity County growing out of such injury or damages,

3.09 SALES TAX: Trinity County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

3.10 PATENTS/COPYRIGHTS: The successful offeror agrees to protect Trinity County from claims involving infringements of patents and/or copyrights.

3.11 TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, completion and acceptance of services or default. Trinity County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with thirty (30) day written notice prior to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Trinity County Auditor, 162 West 1st Street, P.O. Box 1030, Groveton, TX, 75845.

3.12 PERFORMANCE OF CONTRACT: Trinity County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

3.13 INVOICES: Invoices shall be mailed directly to:

Trinity County Auditor
P O Box 1030
Groveton, TX 75845

The invoices shall show:

1. Accounting firm name and address;
2. Detailed breakdown of all charges for the services delivered, stating the applicable period of time;

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

3.14 PAYMENT: Payment will be made upon receipt and acceptance by the County of all completed services and/or product ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

3.15 FUNDING: Funds for payment have been provided through the Trinity County budget by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Trinity County fiscal year shall be subject to budget approval.

SYSTEM COST CERTIFICATION

I hereby certify that I have read all items of the RFP and fully understand the requirements listed herein. I further certify that I am an authorized agent of the Offering Firm and may be held liable for any or all remedies that may become due to Trinity County.

SOFTWARE VENDOR

Firm Submitting Proposal

Address, City, State, Zip

Authorized Representative (Printed Name), Title

Contact Phone Number and Email Address

Authorized Signature, Date

NOTE: Proposals not accompanied by this Certification form will not be considered.

VENDOR REFERENCES

Please list three (3) references of current clients who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

NOTE: Proposals not accompanied by this Vendor References form will not be considered.

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the offeror agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be **ninety (90)** calendar days from the date of the bid opening.

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who, after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Offeror: _____

Telephone: _____

By: _____ Title: _____
(Type or Print Name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above named on this the ____ day of _____, 2018_____.

Notary Public in and for the State of Texas

NOTE: Proposals not accompanied by this Affidavit will not be considered.