

REQUEST FOR PROPOSALS



Request for Proposal for Prosecutors Office Case Management Software

ISSUED BY:

Jefferson County Prosecuting Attorney
P.O. Box 729
120 S. George Street
Charles Town, WV 25414

Date of Issue:
Date Proposal is Due:

January 12, 2018
February 14, 2018

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SECTION 1: OVERVIEW

The Jefferson County Prosecutors Office is requesting proposals for a case management software package.

To be considered, two (2) copies of a proposal must be received by Jefferson County, Prosecutors Office, 120 S. George Street, P.O. Box 729, Charles Town, WV 25414, by 5:00 PM on February 14, 2018. Proposals will be evaluated by the prosecuting attorneys software review committee.

Price is an important consideration in this process, but not the only consideration. Other factors include track record of successes at other municipalities or utilities, identification and understanding of the County's requirements as embodied in the following list of questions, and experience and qualifications of key personnel.

This will be a competitive negotiation process. The County reserves the right to reject all bids and issue another Request for Proposal (RFP). This RFP does not commit Jefferson County to reimburse vendors for proposal submission costs. During the evaluation process, the County reserves the right to request additional information or clarifications from the respondents or to allow corrections of errors or omissions.

Jefferson County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the firm selected.

Proposals shall not be available for inspection by responders to this RFP until interviews and field visits are completed and a contract has been awarded and accepted. After contract award, all proposals become matter of public record and are available for inspection by the general public.

It is anticipated the selection of a firm by the County's Commission will be complete by March 31, 2018. Following the notification of the selected firm, it is expected a contract will be executed between both parties shortly thereafter.

Equal Opportunity

The County complies with all federal and state Equal Opportunity Laws, orders and regulations and shall not discriminate against any applicant on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status or sexual orientation.

SECTION 2: PROFILE OF JEFFERSON COUNTY PROSECUTING ATTORNEYS OFFICE

The Prosecuting Attorney of Jefferson County prosecutes all violations of state law, both felonies and misdemeanors, in Circuit and Magistrate Courts. It is the responsibility of the Prosecuting Attorney to serve as legal counsel to various county offices and agencies and to represent those officials in court. The duties also extend as far as representing petitioners on cases of child abuse, neglect and mental hygiene proceedings.

The Prosecuting Attorney's Office is comprised of the following divisions, advocates, programs and centers.

- Felony Division
- Misdemeanor Division
- Civil Division
- Victims Advocate
- Teen Programs
- Day Report Centers

The Prosecuting Attorney's office is, additionally, accountable for the Jefferson County Victim's Assistance Program. This program was created to assist victims of crime, in effort to ensure they are afforded fair and compassionate treatment throughout the judicial system process and protected from further victimization.

SECTION 3 – GENERAL SOFTWARE AND HARDWARE STANDARDS

The proposed software must comply with the following general standards.

- 100% compatible with Windows 7 and Windows 10 Desktop Operating Systems.
- Software compatible with Jefferson County, West Virginia networking environment. Please contact Russell Burgess Director of Information Technology for details related to networking environment. You may reach Mr. Burgess via email rburgess@jeffersoncountywv.org.
- Software native to the Microsoft Server 2012 server environments.
- Software must integrate with a Microsoft Exchange / Outlook mail environment.
- Software, including administrative screens, must be accessible for mobile users with seamless Wifi access via secure VPN.
- Software must be On-Premise, Cloud Software is unacceptable.
- Software able to print documents direct to PC networked printers.
- Software currently supported with no plans for phase out.
- Software is easy to use and has a Graphical User Interface (GUI).
- Software will have enhanced security features that include the ability to set access controls at multiple levels.
- Documentation with on-line help, as well as printed user manuals.
- Customer support, with a toll-free support line, and available email and remote diagnostics during normal business hours. Optional extended hour coverage (up to 7 x 24) should be available.
- Software will be compatible with and be able to utilize Document Imaging software.

Please refer to **Section 6** for additional general Technical requirements.

SECTION 4: PROPOSAL REQUIREMENTS

4.1 Quote Due Date

The deadline for submission of quotes in response to this RFP is 5:00PM on February 14, 2018.

4.2 Number of Copies

Please provide two (2) copies of your response.

4.3 Vendor Contact

All questions related to this RFP and the formal quote should be directed to:

Greg Jones, Attorney
Jefferson County
P.O. Box 729
Charles Town, WV 25414
304-728-3243

OR

Russell Burgess, IT Director
Jefferson County
124 East Washington Street
Charles Town, WV 25414
304-728-3284, extension 1052

gjones@jeffersoncountywv.org

rburgess@jeffersoncountywv.org

physical address:

120 S. George Street
Charles Town, WV 25414

The response to the bid must include vendor contact information for purpose of questions and clarification.

4.4 Turnkey Approach

The desired contract is one in which the vendor delivers, installs, implements, and passes an acceptance test on equipment and software, training, and documentation.

4.5 False or Misleading Statements

If, in the opinion of Jefferson County, a Quote contains false or misleading statements of references that do not support a function, attribute, capability or condition as contended by the vendor, it might be rejected.

4.6 Clarification of Quote

Jefferson County reserves the right to obtain clarification of any point in a vendor's quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a vendor to respond to such a request for additional information of clarification may result in rejection of a vendor's quote.

4.7 Contract Terms and Conditions

Jefferson County will develop a contract for purchase. The bidder will supply a sample contract that will provide a guideline for Jefferson County to use in developing a contract.

4.8 Acceptance of Quote Content

The contents of the quote and all statements made within it will become, at the option of Jefferson County, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

4.9 Responsiveness

Quotes should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if that approach clearly offers increased benefits to Jefferson County.

4.10 Format of Quote

For ease of finding required information the bidder is to follow precisely the order and section number format of the Request. Other materials not directly related to the stated requirements are to be included in the Appendices.

4.11 Software Requirements

Software requirements are specified in Section 6 of this RFP and constitute a list of desired features and functions. If you do not have offerings for each of the stated applications, clearly indicate which modules you are proposing.

4.12 Equipment Requirements

The vendor should quote the equipment configuration best suited for the software application. The equipment must have technical support available during normal business hours.

4.13 Support Requirements

Support requirements are specified in Section 5. Your quote should specifically address each requirement listing.

4.14 Warranties

Please provide warranty coverage information for all equipment and software modules. Include applicable starting periods for warranties. Also, how will customization affect the warranty.

4.15 Information about the Company

Please provide information that will enable us to evaluate your company's financial stability, track record and support capabilities. We would like you to include the following:

- Ownership of your company
- Number of years in business
- Number of installations
- Total number of employees

4.16 User References/Demonstration

Please provide a list of three paying customers of your company who are using the software proposed. The list should provide a contact name, telephone number, length of time using your system and a brief description of the users' equipment and software configuration. Jefferson County also reserves the right to request a demonstration of the system at a mutually acceptable site, which may be at Jefferson County or at another site. Failure to provide suitable references, or a functional demonstration acceptable to Jefferson County, will result in the vendor's bid being rejected without further consideration.

4.17 Delivery and Implementation Schedule

Jefferson County expects to implement new software applications over a period of six months. Jefferson County desires to be fully operational no later than July 1, 2018, and therefore the Respondent should develop a plan to complete all installation, data transfer, and functional test or demonstration by that date. The County envisions having up to 20 users on the system concurrently. Tasks to be performed by the vendor as well as by Jefferson County should be specifically stated and included in the schedule.

4.18 Payment / Retainer

Provide a payment schedule by percentage according to the following:

- A payment schedule for the delivery and installation. The payment schedule shall be developed to assure that no more than 80% of the contract amount will be paid to vendor until the final milestone is achieved. The final milestone shall be successful completion of the installation, training and functional demonstration or test.
- Payment for services rendered by the Respondent in accordance with the agreed payment schedule shall be invoiced monthly.
- Payment on invoices shall be Net 30 days after receipt of invoice.

4.19 Evaluation Criteria

The following general criteria will be used to evaluate the responses.

- Ability of the equipment and software to meet Jefferson County's general and specific integration requirements, as shown in the response, and verified by references and/or functional demonstration.
- Software packages available now and enhancements planned.
- Vendor's ability to support the software.
- Total cost which considers both initial acquisition and ongoing operating costs.
- Results of reference checks and on-site/off-site demonstrations.
- Level, quality and type of client training and technical assistance provide.
- Upward compatibility for future growth.
- Ease of use and operation of the system according to Jefferson County's general and specific requirements.

4.20 Disposition of Proposals

All materials submitted in response to this RFP will become the property of Jefferson County. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the County except as to the disclosure restrictions contained in "DISCLOSURE" below,

4.21 Disclosure

The respondent must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary.

4.22 Expenses for Response

Potential vendors are solely responsible for their own expenses, if any, in preparing a response to this Request for Proposal. This would include any costs incurred during functional demonstrations or subsequent negotiations.

SECTION 5 – INSTALLATION AND SUPPORT REQUIREMENTS

5.1 Software delivery and Installation Schedule

Bidder must provide a delivery and installation schedule based on time after contract signing.

5.2 Software Sign-off

Jefferson County requires that acceptance testing take place within 2 business days of the completion of installation. Any discrepancies from the contracted features noted in any of the tests will need to be corrected by the vendor prior to system acceptance and final payment.

5.3 Software Documentation

It is required that the vendor provide both on-line and hard copy documentation (user's manual) to Jefferson County at no extra charge.

5.4 Software Maintenance and Updates

Vendor will provide to Jefferson County schedules including delivery of software updates and software maintenance renewals.

5.5 Quality Assurance Methodology

Vendor will provide Jefferson County their quality assurance process to install, configure, and ensure that all software is installed and working properly.

5.6 Customer Service

Vendor will provide Jefferson County information regarding their support services, including help desk / problem resolution methodology and:

- What problem escalation process will take place?
- What is the criteria for establishing priority and severity of problem?
- Bug fix / program update assistance?
- Customization problem resolution?
- Program change request procedure?
- Continued maintenance charges past initial warranty period. What actual average percentage increase in the annual maintenance costs have been experienced by your customers over the past three (3) years.

5.7 Training for End Users

The vendor will provide to Jefferson County a methodology and schedule for user training at least one week prior to system implementation. Training will include documentation for each user of the system.

SECTION 6 – BUSINESS REQUIREMENTS

The following requirements and features have been identified by Jefferson County for inclusion in the desired system.

Features:

Software must integrate with Adobe Pro software and Adobe Document Scanning.

Software must integrate with Microsoft Office Calendaring

Software must have the capability to search active and closed files.

Software must have the capability to search by the following categories:

- | | |
|-------------------|-----------------------|
| -Defendant | -Victim |
| -Officer | -Case Number |
| -Case Name | -Prosecuting Attorney |
| -Defense Attorney | -other Attorney |
| -Contacts | -Witness |

Software must have the ability to cross reference co-defendants within cases

Software must have the capability to search and find all cross referenced search capabilities

Software must have the ability to create fillable forms based on case information

Administrative Functions:

Software must have the ability add fields and categories by administrative approval

Software must have the ability to restrict fields or data that staff can manipulate

Software must have the ability to lock down naming conventions for files and case information. i.e. staff cannot change information they must pick from drop down boxes of already setup information on desired fields and categories

Software must have the ability to audit changes to cases and documents

Software must have the ability for No Permanent Deletions without Administrator Approval

Software must control usage by Permission Based access control with various uses, Case, Case Style, etc.

Miscellaneous Functions:

Software must integrate with Microsoft Exchange 2013, desired features are click on contact for emails, attach discovery from the case management window to an email

Software scheduling must integrate with Microsoft Outlook Calendaring

Software must be able to prepare daily dockets for certain fields. i.e. judge, attorney, etc

SECTION 7 – ADDITIONAL QUALIFICATIONS / STATEMENTS

1. INTELLECTUAL PROPERTY CONSIDERATIONS

The County desires to obtain the broadest intellectual property rights in the acquired software possible, consistent with manufacturers' existing licensing policies. Any custom software programming or code prepared and provided to the County by the Respondent for this project shall be considered to be the property of the County, and the Respondent will agree as a condition of the contract of procurement to transfer all rights in such code to the County, and to provide source code to the County for the same. Specifically, the County desires to reserve the right and ability to acquire future maintenance, modification, and upgrade services from other vendors should it be necessary or in the County's best interests to do so. **Any exceptions to this transfer of complete rights in the provided software must be specifically noted by the Respondent in its proposal.**

2. WORK SPACE AND SUPPLIES

The County does not anticipate providing any work space or equipment to the Respondent. Respondents should identify any work space, equipment, or general supplies needed to perform the work related to this RFP in their response.

3. TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that the selected Respondent shall for any reason or through any cause be in default of the terms of the contract, The County may give the Respondent written notice of such default by certified mail/return receipt requested. Unless otherwise provided, the Respondent shall have ten (10) days from the date such notice is received to cure the default. Upon failure to cure the default, The County may immediately cancel and terminate the contract as of mailing date of the default notice, and the vendor shall be responsible for all damages resulting from such default. Upon termination, the Respondent shall cease performance of any further work under the contract and turn over to The County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by The County and provisions herein with respect to opportunity to cure default shall not be applicable.

4. TERMINATION WITHOUT CAUSE

The County may at any time, and for any reason, terminate the contract by written notice to the Respondent specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Respondent by certified mail/return receipt requested.

In the event of such termination, the Respondent shall be paid such amount as shall compensate the Respondent for work satisfactorily completed and accepted by The County at the time of termination. If The County terminates the contract, the Respondent shall withdraw its personnel

and equipment, cease performance of any further work under the contract, and turn over to The County any work completed or in process for which payment has been made.

5. COMPLIANCE WITH LAWS

This proposal and any resulting contract shall be governed in all respects by laws of the State of West Virginia "without regard to its choice of law rules," and any litigation with respect thereto shall be brought in the Circuit Court of Jefferson County, West Virginia. The contract shall comply with all applicable Federal, State, and Town laws, rules, ordinances, and regulations, which may in any manner affect the performance of the Contract.

6. SHAM OR COLLUSIVE PROPOSALS

The proposal of any contractor or contractors who engage in collusion shall be rejected. Any contractor who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive contractor.

7. WITHDRAWAL OF PROPOSALS

Except as otherwise permitted by law, proposals shall remain irrevocable for a period of one hundred and twenty (120) calendar days pursuant to receipt of the proposal. No Respondent who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any Respondents with any County official, other than the Purchasing Agent and the County staff acting at the direction of the County Commission is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any Respondent from further review.

SECTION 8: PROPOSAL INSTRUCTIONS

Proposals shall be prepared and submitted in accordance with the requirements of the County's "Professional Services Selection Procedures" in Appendix A. **Proposals shall be submitted to Jefferson County, Prosecutors Office, 120 S. George Street, WV 25414, by 5:00 PM on February 14, 2018**

The cost information submittal must be made at the same time and as part of the complete proposal, but in a separate envelope from the technical submittal. Each envelope must be sealed and labeled as above when received. The County will not be responsible for opened improperly marked envelopes. All proposals in each submittal shall be signed in ink by authorized personnel of the vendor, and shall be incorporated by reference in the formal agreement executed by the software provider selected. **NOTE: There will be NO proposals accepted after the 5:00 PM, 2/14/18 deadline.**

You may include pre-printed product literature regarding your system(s) should you desire. The selection committee will review all proposals and select three or more respondents deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this Request for Proposal. Negotiation shall then be conducted with each of the respondents so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each respondent so selected, the public body shall select the respondent which, in its opinion, has made the best proposal, and shall award the contract to that respondent. Jefferson County reserves the right to reject any and all proposals, waive any informality, and / or divide any project into sub-sections.

QUESTIONS AND ADDENDA:

Questions regarding this RFP may be submitted to Greg Jones, **Jefferson County, Prosecutors Office, 120 S. George Street, WV 25414, by 5:00 PM on February 14, 2018** gjones@jeffersoncountywv.org

Respondent should carefully examine this RFP and any addenda. Respondents should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. Questions should be addressed to Greg Jones. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to respondent. Oral comments do not form a part of this RFP.

Any changes made in this RFP will be posted and distributed to respondents of record. Any and all addenda will be dated as of the date of issue, posted and distributed by Fax, e-mail or U.S. mail.

The County reserves the right to modify the scope after reviewing the proposals, and may request such a modified scope for the top proposal(s).