

COUNTY OF COMAL, TEXAS



REQUEST FOR PROPOSAL # 2014-300

COURTROOM DOCKET MANAGEMENT SYSTEM FOR COMAL COUNTY, TEXAS

PROPOSALS DUE: JANUARY 6, 2014, 2:00 p.m.

**Comal County Purchasing Office
1297 Church Hill Dr.
New Braunfels, TX 78130
(830) 643-5850**

www.co.comal.tx.us



OFFICE OF COUNTY PURCHASING

December 12, 2014

Dear Proposers:

You are invited to submit proposals in accordance with the attached specifications packet, Request for Proposal (RFP) # 2014-300, for a **Courtroom Docket Management System for Comal County, Texas**. All proposals must be submitted with an **Original and six (6) copies** to the Comal County Purchasing Director, 1297 Church Hill Dr., New Braunfels, Texas 78130, no later than **2:00 p.m., JANUARY 6, 2014**.

FOR ANY INFORMATION RELATED TO THIS RFP, THE PROPOSER MAY ONLY CONTACT RAMONA WOMACK, PURCHASING DIRECTOR OR JOSE (JD) DAVILA, SENIOR BUYER. CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

All proposals shall be submitted to the Comal County Purchasing Director in a sealed envelope marked:

**REQUEST FOR PROPOSAL
COURTROOM DOCKET MANAGEMENT SYSTEM
2014-300**

Your consideration of this request is appreciated.

Sincerely,

Ramona Womack, CPPO, CPPB
Purchasing Director

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REQUEST FOR PROPOSALS (RFP)
COURTROOM DOCKET MANAGEMENT SYSTEM FOR COMAL COUNTY, TEXAS

PART I - GENERAL REQUIREMENTS

PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE:

Comal County Commissioners Court is requesting proposals from qualified firms to provide a Courtroom Docket Management System for Comal County, Texas.

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Comal County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Comal County will not reimburse anyone for these expenses. Comal County will consider proposals from all responsible Proposers.

3.0 SUBMISSION OF PROPOSAL:

3.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS SIX (6) COPIES** must be received by **JANUARY 6, 2014 at 2:00 p.m.**, in the office of the Purchasing Director. All proposals must to be addressed to:

**Ramona Womack, CPPO, CPPB
Comal County Purchasing Director
1297 Church Hill Dr.
New Braunfels, Texas 78130**

3.2 The envelope in which the proposal is enclosed must be marked:

**SEALED PROPOSAL
COURTROOM DOCKET MANAGEMENT SYSTEM
RFP # 2014-300**

DO NOT OPEN IN MAILROOM

3.3 Proposals submitted by electronic transmission will not be considered.

4.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

5.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn by the Proposer without the permission of Comal County for a period of ninety (90) calendar days following the date designated for the receipt of proposals, and Proposers agree to this by submitting a proposal.

6.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFP, or questions concerning the technical requirements in Part II may be obtained from Ramona Womack, Purchasing Director, 1297 Church Hill Dr., New Braunfels, Texas, at telephone (830) 643-5850. Mention the RFP number at the top of this page.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, he may submit to the Purchasing Director on or before FIVE (5) DAYS PRIOR to scheduled opening a request for clarification. All such requests shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Amendment duly issued by the Purchasing Office.

8.0 GENERAL CONDITIONS:

Proposer shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFP (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Comal County or the compensation to the Proposer.

By submitting a proposal, the Proposer warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered price(s). There will be no increase in the contract price based upon Proposer's misunderstanding or lack of knowledge about the intent of this solicitation.

PART I, SECTION B -REQUIRED DOCUMENTATION

1.0 The following documentation must be submitted with the proposal. Paragraph 2.0 describes documentation that will be used in the evaluation of the Proposer's proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by this RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. COMAL COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.**

2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Comal County requires that proposals be submitted with a **master (marked "Original") and six (6) copies (marked "Copy")**. They are to include the following:

2.1 Title Page

Title page must show the RFP subject; the Proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.

2.2 Transmittal Letter

Submit a signed letter briefly addressing the Proposer's understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the Proposer believes itself to be best qualified to do the required work.

2.3 Detailed Proposal

The detailed proposal must address the ability to provide equipment and services for each requirement as set forth in Parts II through IV of this RFP. See especially Part I, Section C, Evaluation factors for information required.

2.4 Proposer References

The Proposer must furnish at least three (3) references for which the Proposer has provided similar goods or services within the last five (5) years. (See Reference Verification Report, page 13.) These references must include (a) a description of the services and location of the contract and (b) the name, address and telephone number of at least one (1) person that represents the Proposer's customer. Comal County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFP.

2.5 Description of Proposer

The description must include products or services the Proposer is authorized to carry, the number of employees, and a description and location of service facilities.

2.6 Proposer Representative

Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical, functional, and contractual questions with respect to the proposal.

3.0 Proposer must submit the following documents with the proposal:

3.1 HUB/DBE Form

3.2 Affirmation Form

3.3 CIQ Form

3.4 Reference Verification Report

3.5 Insurance documentation within ten (10) calendar days after award and before beginning work

3.6 Price Worksheet - Schedule of Items

3.7 All other information required in this RFP

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

COMAL COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Comal County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Comal County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Comal County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

A. Comal County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

- B. Comal County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies certifications processes recognized by the State of Texas. Comal County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.

- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - a. The availability of HUB firms within the specific category of goods or services to be procured; and
 - b. The diversity of the County's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.

- D. Comal County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilize the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertise bids on the County's website and in the local newspaper.
 - 3. Provide bid notice to minority Chambers of Commerce within Comal County, if applicable.

- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.

- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.

- G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

COMAL COUNTY

HUB/DBE ONLY

HUB/Disadvantaged Business Enterprises (DBE) are encouraged to participate in Comal County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification. The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ FAX _____

E-MAIL _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

REFERENCES VERIFICATION REPORT
(must be submitted with proposal)

1.0 The References Verification Report is to be completed by Proposes submitting a proposal and is a required part of the proposal package. Please respond to all questions listed on the form. An incomplete form may be, at the County's discretion, justification for rejection of a proposal. The information provided may be verified prior to award.

1.1 Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Title: _____

Location of Service: _____

Brand and model of Equipment: _____

Date of Service: _____

Number of Ports Serviced at this location: _____

1.2 Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Title: _____

Location of Service: _____

Brand and model of Equipment: _____

Date of Service: _____

Number of Ports Serviced at this location: _____

References Verification Report Attachment con't (must be submitted with bid)

1.3 Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Contact Person: _____
Title: _____
Location of Service: _____
Brand and model of Equipment: _____
Date of Service: _____
Number of Ports Serviced at this location: _____

PART I, SECTION C - ADDITIONAL INFORMATION

1.0 OBJECTIVE:

Comal County is seeking a qualified vendor to provide a Courtroom Docket Management System for Comal County.

2.0 PRE-AWARD SURVEY:

After proposal opening and prior to award, Comal County reserves the right to make a pre-award survey of Proposer's facilities and equipment to be used in the performance of this work. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) business days advance notice. Failure to allow an inspection shall be cause for rejection of proposal as non-responsive. Comal County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.

3.0 PROPOSAL DISCLOSURE:

Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Proposer, Comal County will make reasonable efforts to protect information that qualifies as trade secrets and/or confidential information under the Texas Public Information Act.

4.0 SELECTION CRITERIA/EVALUATION FACTORS:

Comal County will consider several evaluation factors, of which price is only one. Proposers may offer/propose solutions which meet the "spirit" of the listed requirements, but should note that only the proposed solution/service that meets or most closely meets all of the specifications will be recommended for award.

The selection process will be based on the responses to this RFP, and any interviews/demonstrations required to verify the ability of Proposer to provide the services/products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in order of importance:

Functional Requirements – ability of the solution provider to meet all functional requirements as outlined in the Request for Proposal.	30
Pricing	25
Implementation Strategy	25
References	10
Non-Functional Requirements – ability of the solution provider to meet all non-functional requirements as outlined in the Request for Proposal.	10
Total	100

Note: Test Environment will be evaluated on a pass/fail basis.

5.0 METHOD OF AWARD:

- 5.1 The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein.
- 5.2 Prompt payment discounts will not be considered in determining low proposals and making awards.
- 5.3 In considering the proposals, Comal County reserves the right to select one or more responsible Proposers.
- 5.4 Comal County reserves the right to award only a portion of the RFP.

PART I, SECTION D - NEGOTIATIONS

1.0 NEGOTIATIONS:

- 1.1 The Purchasing Director shall supervise all negotiations.
- 1.2 Discussions may be conducted only with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
- 1.3 Proposers may be required to submit additional data during the process of any negotiations.
- 1.4 Comal County reserves the right to negotiate the price and any other term with the Proposers.
- 1.5 Any oral negotiations must be confirmed in writing prior to award.

2.0 DEVIATIONS:

Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Proposer requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Proposer in the proposal. If accepted, the deviation shall become part of the contract. Comal County reserves the right to modify the requirements of this RFP.

3.0 REJECTION OF PROPOSALS:

- 3.1 County expressly reserves the right to:
 - 3.1.1 waive any defect, irregularity or informality in any proposal;
 - 3.1.2 reject or cancel any proposal or parts of any proposal;
 - 3.1.3 award contracts to one or more Proposers; or
 - 3.1.4 procure the services in whole or in part by other means.

4.0 PROTESTS:

Protests before award must be submitted in writing to the Purchasing Director not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Director shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Director's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Director, who shall present the matter for final

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resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

PART I, SECTION E - BACKGROUND

1.0 Background:

The Courts, and especially Judges, have historically been challenged with having a clean and operational view into the daily docket. The Judge, Clerks and other courtroom stakeholders such as Attorneys and related administrative staff, would like an interface into the schedule of cases for the day and the documents related to the various cases. The interface should allow them to perform basic functions on the case such as adding “Judges Notes” to a case, searching, tagging (indexing), creating and saving forms to the case and the underlying Document Management System (DMS). The Judges want a solution that will help them manage their docket in an intuitive and holistic way so that they fulfill their mission of delivering Justice.

Due to the variety of functions performed by the different Courts within Comal County, it is important that whatever interface is developed is highly configurable. The goal is to reduce the amount of programming required to adapt the interface to address the various functions now and in the future.

2.0 Terms and Acronyms:

- 2.1 CMS. Case management system. In this context, a system which tracks a court case through all activities (pleadings, hearings, etc.).
- 2.2 DMS. Document management system. A system that stores electronic images of documents.
- 2.3 FACTS. Fully Automated Case Tracking System. The current case management system for the Courts and Clerks.

3.0 Identified Problem Areas and Opportunities for Improvement:

3.1 Identified problems are as follows:

- 3.1.1 There is no unified view into the District and County Court’s DMS.
- 3.1.2 There are a host of operational issues related to the logistics of court operations such as finding attorneys, printing forms, etc. that require significant manual effort.
- 3.1.3 The paper based system can be chaotic and expensive to maintain.
- 3.1.4 Electronic document creation is not possible within the Courtroom.

3.2 Opportunities exist for improvement in the following areas:

- 3.2.1 Need to quickly find related cases.
- 3.2.2 Need for the User Interface to existing District Clerk and County Court at Law Clerk electronic documents to be made easy to use, consistent and efficient.
- 3.2.3 Need for case file information to be made more secure and conveniently accessed.
- 3.2.4 Need for increased productivity and efficiency to allow the Judges to focus on the case being brought before them and assist in decision making.

PART II - SPECIFIC REQUIREMENTS

NOTE: PARTS I, II, III, AND IV, ALONG WITH THE PROPOSER'S PROPOSAL, AND ANY DEVIATION TO WHICH COMAL COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.

1.0 **Scope of Work:** This project is in regard to the presentation, management, and execution of the daily docket in the courtroom and includes the most repeatable document related tasks which occur during the day's court activities. Preparation by court staff, visibility to daily (case) schedule, and appropriate access to information related to scheduled tasks and operational tasks such as document filings are included. Courtroom management of the docket includes the following components at a minimum (additional features should be highlighted):

- 1) End user configurable view of the Docket
- 2) A consistent view of Case and Defendant information including Defendant Criminal History
- 3) Rapid access to existing documents related to the Case by the Judges, Clerks, Attorneys, and Court Staff
- 4) Ability for the end user to create forms and documents including electronic signature and thumbprint capture capabilities with indexing to the Case Management System (Odyssey) and storage in the Document Management System
- 5) Entry and display of private (e.g., Judge) and/or public notes on the Case. Clear identification of public and private notes
- 6) User definable security for private and public notes
- 7) System architecture which integrates with Odyssey Case Management and potentially Laserfiche Document Management

2.0 Functional Requirements:

The system shall provide the ability to:

2.1 View/Sort a Criminal Docket:

- 2.1.1 Configure the display of the docket to the unique needs of each specific user or user role
- 2.1.2 Access a Calendar showing the number of items on the calendar and number of jail cases on the calendar
- 2.1.3 Ability to sort the Docket with a multiple column sort capability
- 2.1.4 Have standard Docket sort options of:
 - 2.1.4.1 By Setting Type By Defendant
 - 2.1.4.2 By Defendant by Setting Type
 - 2.1.4.3 By Attorney
 - 2.1.4.4 Configurable to allow sorting on other data elements as desired

- 2.1.5 Refresh the Docket e.g., after a case has been Reset
- 2.1.6 Remove a case from the Docket
- 2.1.7 Filter the Docket e.g.:
 - 2.1.7.1 In-Jail vs. Out-of-Jail
 - 2.1.7.2 Disposed vs. not heard
- 2.1.8 Find a Defendant on the Docket
- 2.1.9 Perform Docket Call and set a temporary Bond Forfeiture/Warrant flag on those defendants that did not respond
- 2.1.10 Indicate the next case to be called on the docket
- 2.1.11 Indicate the number of cases to be heard and the number of cases that have been heard
- 2.1.12 Add an Active or Pending Case which is not contained on the Docket for the specified Docket Date and Time, to the Uncontested Docket Type

2.2 **View/Sort a Civil-Family Docket**

- 2.2.1 Configure the display of the docket to the unique needs of each specific user or user role
- 2.2.2 Select the Docket Time (AM, PM, All Day) with a default value corresponding to the current time
- 2.2.3 Select the Docket Date with a default value of today's date
- 2.2.4 Have the Court Number default according to the Court associated with the Judge or staff member who is logged in with the ability to select either All or another Court
- 2.2.5 See a complete list of standard Docket Types based on User Defined Order which include the following (but is not limited to)
 - 2.2.5.1 Central – Short
 - 2.2.5.2 Central – Long / Jury
 - 2.2.5.3 Dismissed for Want of Prosecution
 - 2.2.5.4 Family
 - 2.2.5.5 Tax
 - 2.2.5.6 Uncontested
 - 2.2.5.7 My Favorites
- 2.2.6 Have the ability to expand a Docket Type in order to view a list of cases of that type for the specified Date, Time and Court
- 2.2.7 Sort the cases shown for the Central Docket Types based on User Defined Criteria
- 2.2.8 Sort the cases shown for all other docket types including My Favorites by Cause Number
- 2.2.9 Refresh the Docket whenever a docket Type list has been expanded or after a case has been Reset
- 2.2.10 Configure the view of various docket information including but not limited to the following:
 - 2.2.10.1 Cause Number
 - 2.2.10.2 First listed Plaintiff
 - 2.2.10.3 First listed Defendant
 - 2.2.10.4 Court Number where the case was assigned

2.3 **Manage a Civil-Family Central Docket**

- 2.3.1 Select the Docket Time (AM, PM, All Day) with a default value corresponding to the current time
- 2.3.2 Select the Docket Date with a default value of today's date
- 2.3.3 View the following information for each case associated with the specified Docket Date and Time:
 - 2.3.3.1 Case Number
 - 2.3.3.2 Plaintiff
 - 2.3.3.3 Length of time
 - 2.3.3.4 A comment indicator when setting comments and/or public comments have been entered on that case and setting (special comments)
- 2.3.4 Easily view the Special Comments on a Case
- 2.3.5 Assign a Court Number to each case listed for the specified Docket Date and Time
- 2.3.6 Enter a Result value on each case listed for the specified Docket Date and Time
- 2.3.7 Run statistical reports on the Result values across a date range of Dockets

2.4 **View / Manage a Criminal Case:**

- 2.4.1 Configure the view of various case information including but not limited to the following:
 - 2.4.1.1 Defendant Name
 - 2.4.1.2 Cause Number
 - 2.4.1.3 Charges
 - 2.4.1.4 Docket Type
 - 2.4.1.5 Docket Remarks
 - 2.4.1.6 In/Out of Jail Indicator, Booking Number, Date placed in Jail and how long in jail (# of days)
 - 2.4.1.7 Number of Settings/Resets by Setting Type on this Cause
 - 2.4.1.8 Attorney Name and Appointment Type (Appointed, Bench Appointment, Hired)
 - 2.4.1.9 Probation terms
 - 2.4.1.10 Setting, Case and Defendant Comments/Notes
- 2.4.2 View the defendant's booking photo
- 2.4.3 Access / Print Documents associated with a Case. E.g.:
 - 2.4.3.1 Indictment
 - 2.4.3.2 Probable Cause Affidavit
 - 2.4.3.3 Motions, Orders, Subpoenas
- 2.4.4 Provide multiple options to locate a specific Document on a Case, e.g.: case number, document type, party name, attorney name
- 2.4.5 View terms of Parole or Probation
- 2.4.6 Capture the Actions taken on a Case to include, but not be limited to the following:
 - 2.4.6.1 Reset with next setting date
 - 2.4.6.2 Continuance (by defense attorney vs. state)

- 2.4.6.3 Schedule case for next Setting Date/Type
- 2.4.6.4 Announced Ready for Jury Trial
- 2.4.6.5 Recall prior Bond Forfeiture order
- 2.4.6.6 Revoke Bond and notify Pretrial Services
- 2.4.6.7 Dismissal
- 2.4.6.8 12.45 of other Causes (Texas penal code 12.45 in which a deal is worked out with the prosecutor in which you admit guilt on other charges and your actions on those charges are taken into account for the sentencing on this charge/case without you being convicted on those other charges);
- 2.4.6.9 Attorney withdrawal
- 2.4.6.10 Attorney appointment
- 2.4.6.11 Case Transfer to another Court
- 2.4.7 Edit or Delete an existing Action
- 2.4.8 Post actions back to the Case Management System (Odyssey)
- 2.4.9 Identify co-defendants on the same docket and pull them into a group to handle their cases.
- 2.4.10 Identify the co-defendants for a given defendant even if they are not on the same docket.
- 2.4.11 Indicate whether defendants need to be joined as co-defendants.
- 2.4.12 Enter Defendant Notes/Comments (e.g., to note who the co-defendants are)
- 2.4.13 Search for a Defendant to view their information including active and disposed cases
- 2.4.14 Display the Defendant's Criminal History including District and County cases
- 2.4.15 Access other cases for a defendant (County or District; Felony or Misdemeanor).
NOTE: This would be used when a case is 12.45'd with the case on the docket.
- 2.4.16 Indicate a Favorite Case when multiple cases exist for the Defendant

2.5 **View/Manage a Civil-Family Case**

- 2.5.1 View the following information for the selected case:
 - 2.5.1.1 Setting Nature (one or more)
 - 2.5.1.2 Case File Date
 - 2.5.1.3 Announced Time for the current Setting

2.6 **Manage a Case (Common to all Case Types)**

- 2.6.1 Filter the list of documents shown for the selected case by type of Document Category
- 2.6.2 Filter the list of documents shown for the selected case by a specific Filed Date or Filed Date Range
- 2.6.3 Perform keyword search against all documents within an individual case or all cases and of multiple document types, including but not limited to the following:
 - 2.6.3.1 PDF
 - 2.6.3.2 TIFF
 - 2.6.3.3 XML
 - 2.6.3.4 Text
 - 2.6.3.5 RTF

- 2.6.3.6 DOC
- 2.6.3.7 DOCX
- 2.6.3.8 WPD
- 2.6.3.9 WPDx
- 2.6.4 Search for cases and their documents using one or more of the following criteria:
 - 2.6.4.1 By Case/Cause Number or for All Cases
 - 2.6.4.2 By Case Type or for All Cases Types
 - 2.6.4.3 By Party Name and Party Type or for All Party Types
 - 2.6.4.4 By Attorney Name
 - 2.6.4.5 By Filed Date Range
 - 2.6.4.6 By Document Category
- 2.6.5 Display the following information for the list of documents:
 - 2.6.5.1 Filed Date (with ability to sort in ascending / descending order)
 - 2.6.5.2 Category (with ability to sort in ascending / descending order)
 - 2.6.5.3 Description (with ability to sort in ascending / descending order)
 - 2.6.5.4 Additional Information
- 2.6.6 Enter confidential Judge's Notes for a Case
- 2.6.7 Enter Judge's Notes for a Case with option to populate to all cases for the Defendant
- 2.6.8 Enter Case Notes which will be displayed whenever the case is scheduled for a setting
- 2.6.9 Enter Docket Sheet/Case Notes which will be combined with any previously entered Docket Sheet/Case Notes and posted to the District Clerk's and County Court at Law Clerk's DMS (Odyssey)
- 2.6.10 Edit an existing note
- 2.6.11 Delete an existing note
- 2.6.12 Enter Setting Comments for a Case
- 2.6.13 Perform an Attorney search for Settings outside of the current Docket in order to locate the Attorney
- 2.6.14 Send an email message to an Attorney (Exchange 2010)
- 2.6.15 Send a text message to an Attorney

2.7 **Generate Document:**

- 2.7.1 Generate Forms including but not limited to the following:
 - 2.7.1.1 Clerk's Docket Sheet
 - 2.7.1.2 Plea of Guilty, Admonishments, Voluntary Statements, Waivers, Stipulation & Judicial Confession
 - 2.7.1.3 Trial Court's Certification of Defendant's Right to Appeal
 - 2.7.1.4 Indigent Form
 - 2.7.1.5 Motion to have Defendant Examined by a Psychiatrist
 - 2.7.1.6 Order to Examine the Defendant Regarding Competency
 - 2.7.1.7 Arraignment Form - Generated in Court to capture defendant's initial plea.
 - 2.7.1.8 Appointment Orders
 - 2.7.1.9 Reset Form
 - 2.7.1.10 Waiver of Appeal
 - 2.7.1.11 Commitment from the Bench

- 2.7.2 Apply an electronic signature to documents either automatically or through direct action/approval
- 2.7.3 Apply an electronically captured thumbprint to a document

3.0 **Non-Functional Requirements:**

- 3.1 Extensibility (EXT): Requirements specifying the allowances for increasing, extending or modifying the functionality of the product after it has been deployed
 - 3.1.1 Allow integration to existing Judicial Case Management and Document Management systems (Odyssey / Laserfiche)
 - 3.1.2 Utilize open-industry standards rather than proprietary approaches to communication between systems
 - 3.1.3 Allow non-technical users to configure portions of the system
- 3.2 Portability (PORT): Requirements specifying the platforms upon which the product is expected to run. Specify server operating system and whether product will operate in a virtual (VMWare 5.x) or bare metal (physical) environment or both
 - 3.2.1 Ensure processor, operating system, and browser independence on the client side
 - 3.2.2 Ensure processor and operating system independence on the server side
- 3.3 Security (SEC): Requirements specifying the security attributes that control and restrict access to the system, system features and system information
 - 3.3.1 Use a Role-based Access Control (RBAC) authorization mechanism where the roles to which a user is assigned define the functionality a user can perform and the rights that a user has to access and/or manipulate data
 - 3.3.2 Once created, users cannot be deleted until they are no longer referenced in any other records
 - 3.3.3 Allow users to exist with no role assignments, thus prohibiting access and removing all rights and permissions (for when user is no longer employed by an agency but still referenced in other records)
 - 3.3.4 Allow users to be marked as “Inactive”; evaluate inactive users as having no rights (this allows administrators to temporarily remove user access and rights while preserving those settings for reference and in case they need to be reinstated)
 - 3.3.5 Allow administrators to manage RBAC settings defining what rights a role has to the different levels of data ownership and confidentiality
 - 3.3.6 Record audit trail information for all changes to role settings and provide mechanism for viewing and printing
 - 3.3.7 Provide a mechanism that allows levels of confidentiality to be set on data and/or documents and Judges notes
 - 3.3.8 An Electronically Captured Signature (ECS) is a signature captured by an electronic signature capture device.
 - 3.3.8.1 An ECS shall only exist when associated with an electronic document
 - 3.3.8.2 Only associate an ECS with a single electronic document
 - 3.3.8.3 Store an ECS as an encrypted digital image
 - 3.3.8.4 Delete an ECS when its associated electronic document is deleted

- 3.3.9 An Electronically Captured Fingerprint (ECFP) is a fingerprint captured by an electronic fingerprint capture device.
 - 3.3.9.1 An ECFP shall only exist when associated with an electronic document
 - 3.3.9.2 Only associate an ECFP with a single electronic document
 - 3.3.9.3 Store an ECFP as an encrypted digital image
 - 3.3.9.4 Delete an ECFP when its associated electronic document is deleted
- 3.3.10 Images are encrypted and not stored on the user's computer
- 3.4 Usability (USE): Requirements specifying the effectiveness, efficiency and satisfaction with which users can achieve tasks
 - 3.4.1 The system must be simple to administer and deploy
 - 3.4.2 Error messages must be presented in plain language (no codes) that is meaningful to the user
 - 3.4.3 Allow user to customize dashboards and what they display
 - 3.4.4 Allow multiple users to work collaboratively on a single calendar docket
 - 3.4.5 Provide online Help and documentation
 - 3.4.6 Allow users to search online Help and documentation
 - 3.4.7 Provide printer compatible online Help, electronic user manuals and other electronic documentation
 - 3.4.8 Provide users with a Spelling checker to use against narrative/note fields
 - 3.4.9 Provide a method for users to create documents (letters, orders, judgments, etc.) from standard document templates
 - 3.4.10 Provide the ability for users to define standard document templates for use in auto-generating letters and other documents
 - 3.4.11 Allow users to auto generate letters and documents by applying case or other system information to standard document templates either individually or in batch
 - 3.4.12 Allow users to specify how to publish auto-generated documents. E.g.: to display, to printer, as a file suitable for transfer to other systems
 - 3.4.13 Integrate with other systems (Odyssey) to save and attach all auto-generated documents to the case or other system information used to create them.
 - 3.4.14 Allow users to send notices (through the system (e.g., to Sheriff's CMS) or as email) to any or all persons or organizations involved in cases
 - 3.4.15 Allow users to search for persons based on any single or combination of identification data elements
 - 3.4.16 Allow users to define the type of person search being performed by selection of any one, any combination, or all person types (offender, plaintiff, attorney, etc.)
 - 3.4.17 Allow users to perform a "fuzzy" or "sounds-like" name search if no exact match can be found
 - 3.4.17.1 Search for similar names spelled differently (e.g., John vs. Jon)
 - 3.4.17.2 Search for similar names with punctuation (e.g., Oreilly vs. O'Reilly)
 - 3.4.18 Allow text searches through any type / format of document including image tags
 - 3.4.19 Ability for identified views of system to be accessible over the web via a secure connection by authorized users (exempla gratia, Attorney access to appropriate case file from attorney office)
 - 3.4.20 Judges can designate other users to assist in "Driving" the system (exempla gratia, push a case onto the Judges screen)

3.5 Interoperability (INT): Requirements specifying the systems that the product must be able to interoperate.

3.5.1 Base technical communications protocols on industry standards such as Web Services and XML to allow transmitting information as messages between the product solution and a wide variety of Justice systems

3.5.2 The product must be able to integrate with the Odyssey Case Management System storing data on an SQL database. List other Case Management Systems with which your product will integrate

3.5.3 The product must be able to integrate with the Odyssey Jail Management System storing data on an SQL database. List other Jail Management Systems with which your system will integrate. (New World – Aegis? Others?)

3.5.4 The product must be able to integrate with the Odyssey Supervision (Probation) System storing data on an SQL database

3.5.5 The product must be able to integrate with the Laserfiche Document Management system currently used by the County Clerk and which is being considered for extension to other areas of county operations. List any other document management systems with which your product will integrate

3.6 Implementation Strategy (IMP):

3.6.1 Vendors must specify an implementation strategy which includes customer's project manager sign off / approval at each project milestone and includes weekly status calls with customer stakeholders and project manager(s).

3.6.2 Pricing must be provided on a Per Court basis and must include all components for the system solution proposal.

3.6.3 Vendors must specify customer roles and responsibilities.

3.6.4 Vendors must specify any and all tertiary software to be provided by the customer in order for the system to function as intended

4.0 **Test Environment:**

4.1 Before an award is finalized, Proposers may be asked to provide an onsite test environment, at no cost to Comal County, which can be used for a two week "hands-on" evaluation. Failure to provide test environment may result in elimination.

PART III - SPECIAL PROVISIONS

- 1.0 **TERM OF CONTRACT:** The resulting contract will be effective upon award by Commissioners Court and shall continue for the life of the system.
- 2.0 **TERM OF WARRANTY:** Contractor shall provide the maximum warranty offered by the manufacturer (not less than one (1) year). Warranty shall begin after installation is complete and the system is fully tested and accepted by County.
- 3.0 **MAINTENANCE FEES:** For each year after the warranty period, the annual license/maintenance fee may not increase more than 3% annually.
- 4.0 **PURCHASE ORDER:** Contractor will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference contract and purchase order on all invoices submitted to the Comal County Auditor. Upon issuance of a purchase order, the contract administrator will contact the contractor with the items needed to be supplied. The contractor must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.
- 5.0 **IMPLIED SERVICES:** If any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in the Contract, Vendor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

PART IV - GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Comal County Auditor or her designee.
- 1.2 "Commissioners Court" means Comal County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- 1.5 "Purchasing Director" means the Comal County Purchasing Agent pursuant to Texas Local Government Code 262.
- 1.6 "County" means Comal County, Texas, a political subdivision of the State of Texas.
- 1.7 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - 1.7.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is to be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 GENERAL CONDITIONS:

Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents as applicable to this RFP. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 CONTRACTOR CERTIFICATIONS:

3.1 Contractor certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. He further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

3.2 Contractor warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, Directors and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

4.0 DISPUTES AND APPEALS:

The Purchasing Director acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Director or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Director, or other authorized County person, the Contractor must submit a written notice to the Purchasing Director within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Director, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

5.0 THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

6.0 FUNDING OUT:

The failure by Comal County to receive or to appropriate monies for this program in any given fiscal year shall automatically terminate this contract, without further recourse to either party.

7.0 INVOICING/PAYMENTS:

7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
150 N. Seguin Ave, Suite 201
New Braunfels, TX 78130

7.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.

7.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

7.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

8.0 INTERLOCAL PARTICIPATION:

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having or entering into an interlocal agreement with Comal County.

9.0 DISCOUNTS:

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check, or warrant.

10.0 IMMUNITY:

No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

11.0 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12.0 ASSIGNMENT:

12.1 Assignment. The parties to this Contract shall not assign any of the rights or obligation under this Contract without the prior written consent of the other party. No official, employee, representative or Director of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.

12.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

12.3 If a change of name is required, the Purchasing Director shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

13.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

14.0 TERMINATION FOR DEFAULT:

Failure by either County or Contractor in performing any provisions of this Contract shall constitute a breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause shall be issued by the Purchasing Director or Comal County Criminal District Attorney only and all replies shall be made in writing to the Purchasing Director at the address provided herein. Notices issued by or to anyone other than the Purchasing Director or Comal County Criminal District Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this Contract, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its Directors or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

15.0 TERMINATION FOR CONVENIENCE:

County reserves the right to terminate this Contract upon thirty (30) calendar day's written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Director. County shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 CHANGES:

16.1 Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Director may at any time, by written document, make changes within the general scope of this Contract in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery;

16.1.3 Any aspect of contract to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

16.2 It is acknowledged by Contractor that no officer, Director, employee or representative of County has any authority to change the scope of this Contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

16.3 If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Contractor must submit a proposal for adjustment. Upon agreement of the proposal, the Commissioners Court may make an equitable adjustment in the contract price, the delivery schedule, or both by change order, and modify this Contract.

16.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Purchasing Director. The Purchasing Director shall present Contractor's requests to Commissioners Court for consideration.

17.0 COUNTY ACCESS:

Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

18.0 SUBCONTRACTS:

18.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, Director, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

19.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract, and of the adequacy and timeliness of Contractor's

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performance under this Contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

20.0 ASSIGNMENT OF CONTRACT OR LIEN:

Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto. Therefore, any security interest filed by Contractor is filed subject to all the rights and interests of County.

21.0 CIVIL RIGHTS/ADA COMPLIANCE:

Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

22.0 GRATUITIES:

County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any Director or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23.0 FORFEITURE OF CONTRACT:

23.1 Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

23.1.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Elected Officials or Department Heads if Contractor has not disclosed the name of any such Elected Officials or Department Heads in its proposal which is expressly incorporated in this Contract; or

23.1.2 Contractor does business with an Elected Official or Department Head after the date on which the proposal that resulted in this Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and

to the County Clerk within ten (10) days commencing business with that Elected Official or Department Head.

24.0 NOTICES:

24.1 Any notice required or permitted to be given under this Contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

24.2 The address of County for all purposes under this contract shall be:

**Ramona Womack, CPPO, CPPB
Purchasing Director
1297 Church Hill Dr.
New Braunfels, TX 78130**

24.3 The address of the Contractor for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

24.4 Each party may change the address for notice to it by giving notice of the change in compliance with 24.0.

25.0 CONSTRUCTION OF CONTRACT:

- 25.1 Law and Venue. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.
- 25.2 Severability. If any portion or portions of this Contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 25.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- 25.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Comal County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday of October.
- 25.5 Gender and Number: Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

26.0 ENTIRE CONTRACT:

All oral and written agreements between Contractor and County relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

27.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

Contractor shall indemnify County, its officers, Directors, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

28.0 ORDER OF PRECEDENCE:

In the event of inconsistency between provisions of this Contract, the inconsistency shall be

resolved by giving precedence in the following ascending order:

- The Schedule of Items/Services;
- Terms and Conditions of Request of Services;
- General Provisions;
- Other provisions, whether incorporated by reference or otherwise; and
- The Specifications.

29.0 ADDITIONAL GENERAL PROVISIONS:

- 29.1 County may assign any of its obligations under this Contract.
- 29.2 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- 29.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 29.4 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 30.4 Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the amount of Gross Receipts equal to the amount Contractor is delinquent in property tax payments to the Comal County Tax Assessor-Collector for the payment of the delinquent taxes.

30.0 DESIGNATED COUNTY HOLIDAYS 2014: No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2014
----------------	-------------

Thanksgiving Day... ..	Nov ... 24,..... 2014
Friday after Thanksgiving	Nov ... 25..... 2014
Christmas Season.. ..	Dec ... 25,..... 2014
Christmas Season.. ..	Dec ... 26,..... 2014

31.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing,

2014-300

to waive the confidentiality.

32.0 TIN REQUIRED:

Contractor shall provide County with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any contract funds are payable.

33.0 NON-WAIVER OF DEFAULT:

34.1 The waiver of a breach of any term or condition of this Contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, Director, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioner Court.

34.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

34.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Comal County Purchasing Director. Failure to do so may result in terminating this Contract for default.

35.0 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Director at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate**

contains the contract number as indicated on the Contract Award form when issued by Comal County.

- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form..... Not Required

Worker's Compensation: ... Statutory

37.0 SECURITY COMPLIANCE:

37.1 Network, Computer, and Information Security Compliance:

The goods and/or services solicited through this request must be and remain in compliance with applicable Texas law.

The goods and/or services solicited through this request must be and remain in compliance with all Comal County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Comal County Department of Information Technology (“IT”) and/or a department, office or division of any elected or appointed Comal County official (collectively, the “Comal County Security Requirements” or the “Security Requirements”). The documents comprising the Security Requirements may be obtained upon request from IT and upon execution of a Comal County Non-Disclosure and Confidentiality Agreement.

37.2 Initial Compliance: The Proposer’s goods and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the “Security Safeguards”).

37.3 Certification of Compliance: Proposer must perform a self-conducted compliance review of Proposer’s goods and/or services and provide to the County, as part of the

formal response, written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Proposer's goods and/or services are compliant with the Security Requirements. An authorized official of the Proposer's company must sign and date the compliance review checklist.

37.4 Exceptions to Compliance Prior to Contract Award:

If the Proposer's goods and/or services are not in full compliance, the Proposer may choose to provide a response to this request, noting the specific exceptions to compliance, the reasons for non-compliance, Proposer's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration when evaluating the Proposer's response.

37.5 Ongoing Compliance Until Contract Award:

Proposer's goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the time the Proposer's response was submitted and the evaluation of responses and Contract award. The Proposer's initial response, including any maintenance and support services, must take into consideration ongoing compliance with the Security Requirements and the Security Safeguards.

If Proposer's goods and/or services become non-compliant after the Proposer has submitted a response, either through no fault of the County or in the event the County revises the Security Requirements and/or makes a change to the Security Safeguards and such revision causes the Proposer's goods and/or services to be non-compliant, the County shall have the option of accepting the non-compliance or requiring Proposer to make any necessary modifications or alterations to bring Proposer's goods and services into compliance before completing the evaluation of the Proposer's response and award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, Proposer may 1.) withdraw Proposer's response, or 2.) shall be responsible for bringing the goods and/or services into compliance and shall be responsible for all costs incurred by Proposer in order to become compliant.

37.6 Ongoing Compliance upon Execution of Contract:

Contractor's goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Contract.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the IT Department Security Manager before being connected into the Comal County Government Network or placed into any County production operation

environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Contract may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

37.7 Notification of Non-Compliance or Incompatibility:

If Contractor determines, at any time during the Contract term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the IT Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Contract term, that the Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, the County shall notify the Contractor by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

37.8 Remedy of Non-Compliance or Incompatibility:

In the event that either the County or the Contractor is notified of a non-compliance and/or incompatibility, the Contractor shall:

- 1.) Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;
- 2.) Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the County no later than 5 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that the County does not require to be brought into compliance or compatibility will be noted as an exception. The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

The Contractor shall be responsible for all costs associated with bringing Contractor-supplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

37.9 Connectivity and Access to County Network, Systems, Software, and/or Information:

The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation. Including but not limited to the Comal County Vendor Access Policy, attached hereto and incorporated herein by reference.

CONTRACTOR:

By: _____

Printed Name:

Its Duly Authorized Director

Date: _____

COMAL COUNTY:

By: _____

Sherman Krause

Comal County Judge

Date: _____

PRICING WORKSHEET
Schedule of Items

Please provide a detailed list of the hardware/software that is required to operate your proposed solution. Pricing shall include all required hardware, software, installation, configuration, training, accessories, system warranty and post warranty maintenance.

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
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1. Submit a detailed list of recommended hardware that will need to be purchased. Please attach hardware specifications. Comal County reserves the right to purchase hardware through current County hardware contracts.

__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____

2. Explain your licensing model. Submit a detailed list of software that will need to be purchased. i.e. by user/role.

__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____
__	EA	_____	\$ _____	\$ _____

ATTACHMENT B
PRICING SCHEDULE (continued)

3. Annual Maintenance:

- 3.1 Hardware (after warranty) \$ _____ \$ _____
(24x7, on-site next business day)

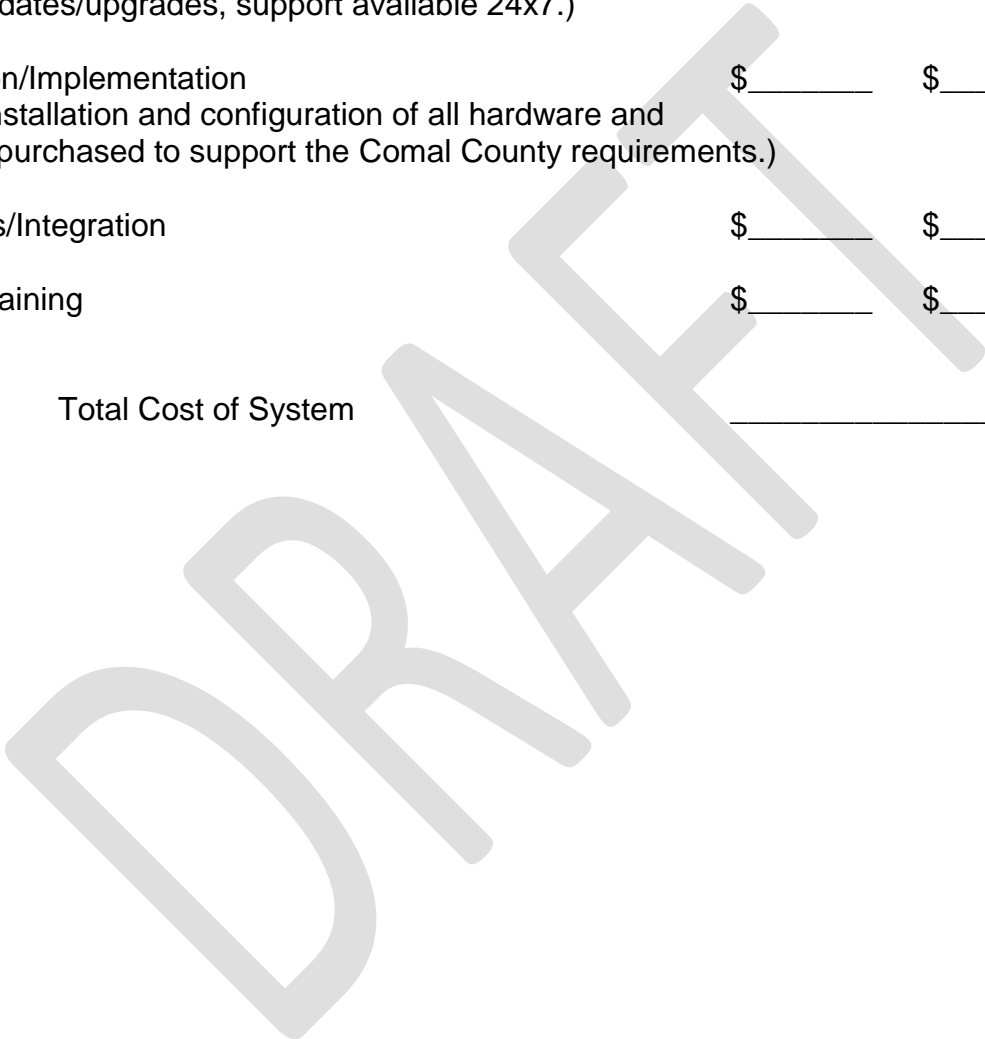
- 3.2 Software Maintenance (after warranty) \$ _____ \$ _____
(To include at a minimum helpdesk, software updates/upgrades, support available 24x7.)

4. Installation/Implementation \$ _____ \$ _____
(Onsite installation and configuration of all hardware and software purchased to support the Comal County requirements.)

5. Interfaces/Integration \$ _____ \$ _____

6. Onsite Training \$ _____ \$ _____

Total Cost of System _____



COMAL COUNTY BIDDER/PROPOSER AFFIRMATION

This sheet must be completed, signed, and returned by Bidder/Proposer

1. Bidder/Proposer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Proposer, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Proposer hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Proposer, hereby affirms that Bidder/Proposer:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

Bidder/Proposer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated: _____ Charter Number: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007