



REQUEST FOR PROPOSAL

Prosecutor Case Management Software



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Ogden City Information Technology

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REQUEST FOR PROPOSAL

Ogden City Corporation Prosecutor Case Management Software

Ogden City Corporation requests proposals from a qualified firm to provide a legal case management software system that offers robust reporting, scheduling, and case management functionality for the Ogden City Prosecutors Office. The proposals should include licensing, implementation, and training costs and detailing annual support and licensing fees.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 9 AM, February 26, 2021. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the City's best interest. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority-owned businesses.

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I. INTRODUCTION

Ogden City Corporation requests proposals from a qualified firm interested, knowledgeable, and experienced in providing legal case management software system for the Ogden City Prosecutors Office. The proposals should include licensing, implementation, and training costs and detailing annual support and licensing fees. The system must also integrate with the Attorney's Office owned and non-owned software systems through industry-standard interfaces.

Through this RFP process, the City plans to select a firm for contract award that demonstrates specialized experience, robust capabilities, and successful performance in the services described, as well as providing a competitive fee proposal. Proposals will be evaluated using the criteria defined herein.

Solicitors' proposals shall present a well-conceived plan for providing both the recommendation and implementation, as well as the support services, including delivery, installation, training, and maintenance

The City will consider both On-Premises and Cloud Solutions. The Solicitor shall clearly state the proposed deployment model and pricing structure. If the Solicitor has options for both deployment models, they can include proposals for both in the response.

II. SCOPE OF WORK

The Prosecutors Office currently uses JustWare and JusticeWeb, which is provided by Journal Technologies. The Prosecutors Office is seeking a system that will provide a broad scope of case management functionality, including features available in their current system as well as new features and the opportunity for future enhanced features. The new system could

be housed on a City-owned server or be cloud-based. The proposals must include data conversion from Justware to the new system.

Existing Justware Configurations:

- 10 User Licenses
- 13 Forms Templates
- 14,000 cases
- Around 15 – 20 Business Rules (automation)
- 2 interfaces
 - Spillman
 - Courts

Features and functions being sought include but are not limited to:

- Form Generation
 - Permits End User to create new forms and modify existing forms easily.
 - Generate documents used in workflows and other necessary documents.
- Workflow Automation
 - Customizable workflows
 - Generates Tasks for the different office workflows.
 - Automates task creation and completion of office workflow tasks: i.e., letter for certified DLD Reports, Toxicology Reports, motions, traffic school enrollment, tracking, and roll generation.
 - Tracks deadlines
 - Ability to mass update.
 - Texting clients without using a personal phone and logs copies of texts.
 - E-signing of documents from case management and logs copies of the documents
 - Creates a court docket of the case schedule in front of each judge. This document is electronic and can be used in court to access the case.
- Electronic filing of court documents with the Utah State Court e-filing system.

- Start of Case: Files initial document, the Information, with the court e-filing system, starts the court case. All the information the court requires to create the case is submitted electronically.
- Case documents: After the case is created in the court's system, the system should be able to file any additional documents requiring filing with the court.
- Police case electronic case submission.
 - Link from Ogden Police Department's case system to electronically send new cases to the system directly, set up the case in the prosecutor's system with the name information for the defendant, send the police documents, and all information for the case.
 - Law Enforcement Portal, which will allow other law enforcement agencies to submit cases electronically for screening.
 - Allow Law Enforcement to submit additional documents electronically after the case's initial submission.
- Complete Discovery process, which allows sharing of case files with defense counsel.
 - Collects the discovery fee.
 - Reports that the case's discovery has been sent and tracks if defense counsel has opened and downloaded the discovery.
 - Allows defense counsel to download discovery documents.
 - Video surveillance management ability. i.e., keep surveillance videos with case and send copies to defense counsel
- Generates Reports:
 - Reports for statistical analysis: i.e., number of cases screened, filed, number of jury trials, bench trials, number of pre-trials, types of charges filed, etc.
 - Creates the daily court docket so the prosecutors can work on the court's calendar.
 - Auditing, i.e., who accessed or modified, and when.
- Victim Services Tracking, Reports, and Workflows
- Email integration with Outlook. Allows dragging emails and the attachments to be stored in the appropriate case file. Send and save emails in the case file. Email Document from the case file.
- Customizable by ender user

- Case Referral
 - Ability to transfer case to other agencies, i.e., county attorney's office or another city prosecutor.
 - Email case Email a Copy of the Case Information and Associated Document to the County Attorney's office.
- Utah State Codes to be entered on to the Information. Allow modification and addition of codes.
- Training attorneys and office staff on using the system.
- Support
 - Email
 - Compatible w/ Microsoft
 - Phone support
 - Online case submission
 - Online help center/knowledge base

III. RESPONSE TO REQUEST FOR PROPOSAL

Company Information

The City will accept sealed proposals from firms that are capable of providing all of the work described in the above Scope of Work, including Attachments. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services.

- A. Each Proposal must include, as a minimum, the following information:
 1. Name, address, email, and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as the firm's representative.
 2. A description of the firm's experience and capability of fulfilling this contract if awarded.
 3. A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period and a five-year TCO (total cost of ownership).

4. Company history with biographies and/or resumes for principal contacts.
 5. A list of three references. Include project dates, scope, a summary of work performed, and contact information.
 6. If applicable, provide the names of any outside consultants to be utilized, including contact information and a brief description of their role(s) in the project.
- B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages. Submit six (6) copies of all the required documentation.
- C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
- a. Submitted as loose leaf with binder clip
 - b. Submitted in a regular 3-ring binder
- D. *Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the following criteria, listed in descending order of importance:

- | | |
|-------------------------------------|-----|
| 1. Requested Features and functions | 40% |
| 2. Implementation and Training | 30% |
| 3. Cost / fee proposal | 20% |
| 4. References | 10% |

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) may be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals, which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each bidder bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require a presentation by a bidder to supplement their written proposal.

V. Insurance Requirements

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
 - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- b. Each insurance policy required by this Agreement shall contain the following clauses:
 - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation."
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
 - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers, and agents are to be named as additional insureds in respect to operations and activities of or on behalf of the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed, and throughout the time period, the license is maintained unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.

- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

VI. GENERAL TERMS AND CONDITIONS

- A. As applicable, qualified respondents shall be Licensed Contractors in the State of Utah, for the type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards, including all Federal, State, and local rules and regulations.

- D. The City reserves the right to request clarification of information submitted and request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc., become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure, shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror, and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit, or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at:
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

VII. GOVERNING INSTRUCTIONS

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

VIII. CONTACT PERSON

For any questions related to this RFP, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 12 PM on February 22, 2021.

IX. SUBMISSION OF PROPOSALS

Firms shall submit six (6) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 9AM, February 26, 2021.** On the envelope, indicate your company's name and the project name "Prosecutor Case Management Software." **LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 1st Floor Information Desk (back entrance of the Municipal Building) at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the

correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority-owned businesses.