



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP JTH0306

COMMODITY/SERVICE DESCRIPTION: MUNICIPAL COURT CASE MANAGEMENT

DATE ISSUED: 08/29/2016

REQUISITION NO.: 16080200610

PRE-PROPOSAL CONFERENCE TIME AND DATE: 09/13/16 @ 2:00 PM

COMMODITY CODE: 92000, 92045

LOCATION: 1124 S. IH 35, RIV ROOM 321, AUSTIN, TX. 78767

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL DUE PRIOR TO: 10/20/16 @ 2:00 PM

PROPOSAL CLOSING TIME AND DATE: 10/20/16 @ 2:00 PM

Jim Howard, Corporate Purchasing Manager

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2031

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

E-Mail: jim.howard@austintexas.gov

For information on how to attend the Solicitation Closing online, please select this link:

Jim Howard
 Corporate Purchasing Manager

<http://www.austintexas.gov/department/bid-opening-webinars>

Phone: (512) 974-2031

E-Mail: jim.howard@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JTH0306	Purchasing Office-Response Enclosed for Solicitation # JTH0306
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 1 COPY, AND 8 ELECTRONIC COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SCOPE OF WORK	49
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	11
0601	PRICE SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM-Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP JTH0306 PROJECT NAME: : MUNICIPAL COURT CASE MANAGEMENT

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan *(Please duplicate as needed)*

SOLICITATION NUMBER:	RFP JTH0306
PROJECT NAME:	MUNICIPAL COURT CASE MANAGEMENT

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than 4:00 PM on October 11, 2016 via email at jim.howard@austintexas.gov .

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability:** The Contractor shall provide coverage, at a minimum limit of \$ 1 million per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	CTM
Attn:	Carla Jobe-Partington, PMP, Carla.jobe-partington@austintexas.gov
Address	1124 S. IH-35, Suite 300
City, State Zip Code	Austin, Texas 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **DATA LOCATION:** The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider shall provide technical user support on a 24/7 basis unless otherwise prohibited in this contract.

6. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee

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Certification form is available on-line at

https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
 - F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
7. **IMPORT AND EXPORT OF DATA:** The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.
8. **WARRANTY - PERFORMANCE:** Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provide under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under each SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Software as a Service Agreement and the applicable SaaS Subscription Schedules and Statements of Work.
9. **WARRANTY – AUTHORITY:** Provider warrants that it has all authority necessary to provide for Client's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Agreement, in any SaaS Subscription Schedule and in any Statement of Work. Provider further represents and warrants that sale, licensing or use of any of the Subscription Services and of the Non-subscription Services furnished under this Agreement does not and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights.
10. **WARRANTY – SOFTWARE:** Unless otherwise expressly provided in this Master Software as a Service Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its service providers, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free, (c) the Subscription Services and any Non-subscription Services shall have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services and (d) the Subscription Services shall work with future Desktop Specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Provider shall be liable for any damages that Client may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Agreement. Without limitation, Provider's indemnification obligation under this section includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, subcontractor, consultant, or employee of Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of Client's systems, data, Client's Confidential Information, or Client's technology.
11. **WARRANTY – AGAINST UNDISCLOSED ILIICIT CODE:** Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:
- A. Not contain any hidden file;

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- B. Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;
- C. Not alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;
- D. Not contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Agreement, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;
- E. Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and
- F. Not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, No-subscription Services or any software or other portion thereof.
- G. Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement, and no cure period shall apply unless approved by the City. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software as promptly as possible.
- H. To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.
- I. Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

12. DATA:

- A. "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.
- B. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.¹

¹ U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy

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- C. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.
- D. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
- i. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
 - ii. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
 - iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
 - iv. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 - v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 - vi. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- E. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- F. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.
- G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
- H. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

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- i. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - ii. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
 - iii. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- I. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.
- i. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
 - ii. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - iii. Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute² at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.
13. **BUSINESS CONTINUITY AND DISASTER RECOVERY:** The service provider shall provide a business continuity and disaster recovery plan upon request and ensure that the City's recovery time objective (RTO) of is met.
14. **TERMINATION AND SUSPENSION OF SERVICE:**

² "2013 Cost of Data Breach Study: Global Analysis," Ponemon Institute, May 2013.

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- A. In the event of a termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.
- B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:
- 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
- After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.
- D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.
- E. The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

15. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

16. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

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- A. Contractors who work on-site or with court or justice system data will be required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor’s personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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- K. Each member of the Contractor's team must sign a non-disclosure agreement.
17. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Carla Jobe-Partington, PMP Carla.jobe-partington@austintexas.gov

1124 S. IH-35, Suite 300

Austin, Texas 78704

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

This Request for Proposal (RFP) is for the purpose of establishing a contract to provide a software package and implementation services for a Case Management System (CMS) as outlined herein.

Notice is hereby given that the City of Austin invites qualified technology companies (Proposers) to submit written proposals to provide one or more modules to support court operations and case management. These modules are:

- Municipal Court CMS
 - Criminal
 - Traffic
 - Youth
 - Civil
 - Downtown Community Court Divisions
 - Including e-filing
- Prosecutor's Office CMS

1.2 Background and Overview Information

1.2.1 Background

The City of Austin (City) is located in central Texas. The City is the 11th-most populous city in the United States and the fourth-most populous in the State of Texas. It is home to about 912,791 citizens who reside in city limits (July 1, 2014). The Court's jurisdiction processes Class C misdemeanors for Travis County with a population of approximately 2 million.

The City is committed to open government and transparency.

The legacy CMS of Austin Municipal Court is a client-server based case management system (JEMS 6.5) designed by Personal Computer Software Systems (PCSS) and is currently owned by CSDC. It includes functionality for criminal, traffic, civil, and specialty court cases which require functionality to process case management and probation like services. The Austin Municipal Court uses an AS 400 IBM server and DB2 database platform to maintain JEMS. The Downtown Austin Community Court uses a Dell Power Edge R510 server and MSSQL database platform to maintain DACC's case management system. The solution will eliminate the Dell Power Edge R510 server and allow the court to process all case types and services in a single case management system.

The Prosecutor’s Office uses a law office system which does not meet its needs for a case management system integrated with the Austin Municipal Court CMS.

For any of the modules covered in this procurement, the City prefers a solution that is a cloud based software as a service solution.

1.2.1 Scope and Purpose

Austin Municipal Court, including the Downtown Community Court (DACC) and the Prosecutor’s Office of the City of Austin are replacing the current case management system that support operations of their divisions. The purpose of this Request for Proposals (RFP) is to:

1. Identify Proposers, their products and services that can provide a single CMS for all divisions of the Municipal Court and the Prosecutor’s Office.

Proposers shall provide firm fixed cost proposal, including general pricing structure with a breakdown of standard initial costs, contractual hourly rates, and service/maintenance costs-

1.2.2 Anticipated Approaches

The City will consider proposals using one of the following approaches:

1. An off-the-shelf solution, customized to meet Functional Requirements and Non-Functional Requirements
2. A highly-configurable solution, properly configured to meet Functional Requirements and Non-Functional Requirements

The solution will be used by employees of the Austin Municipal Court, Downtown Community Court (DACC), and the Prosecutors’ Office, The City of Austin Code Enforcement Department, Austin Independent School District Police Austin Police Department and the City of Austin Transportation Department, as well as citizens and attorneys via the web portal with the following numbers of users:

Court and Justice Participants	Court/ Clerk CMS	Read/View Only Access
Austin Municipal Court	200	
Prosecutor’s Office	20	
Austin Police Department		50
Other City Agencies		50
General Public, Private Attorneys		*Web Portal 25,000/mo at minimum
Totals by Participant	220	25,100

1.2.3 City's Responsibilities

The City of Austin will be responsible for the following:

- Provide a Contract Manager (single point of contact) to work with the Successful Proposer (Contractor) on contract negotiations and resolve other project issues that may arise
- Provide a facility for the Contractor to conduct presentations, meetings, equipment/software installations, testing, and training including telephones, personal computer hookups, and access to copy and fax machines
- Provide a Project Manager to assist the City's Project Team and Contractor team with the full implementation of a new system
- HVAC and AC power feed and generator backup for City systems
- Local Area Network/Wide Area Network
- Access to Subject Matter Experts (SMEs)
- Approval of Milestones and Deliverables
- Approve the final sign-off, if all City requirements are met, for the acceptance of the entire system.

1.2.4 Contractor's Responsibilities

The Contractor shall be responsible for the following:

- All system design, software installation, programming, migration of existing data and information, testing, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Proposer shall assume full responsibility for its inclusion in this solution.
- Comply with all local, state and federal laws and regulations applicable to the work performed, even if said laws and regulations are not identified herein. (The Contractor responsible in whole, and on behalf of Contractor's sub-contractors.)
- Provide qualified experienced project manager (Project Management Professional certification preferred, subject to approval by the City) and staff to work and coordinate with the City's Contract Manager and City staff on all project activities without interrupting normal operations for the City's Agenda Office.
- The acquisition and installation of any required hardware. Note: The City reserves the right to purchase hardware from other sources.
- All technical documents for the proposed system and its components. These documents shall include administrator and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The supplier shall grant the City the authorization to reproduce any provided documents for internal use.
- Provide support services for the migration of historical data into the new system.

- Assist in the development of an Acceptance Test Plan, in addition to performance testing of the entire system. During testing, the Proposer shall be available for assistance and correction of any error detected. Testing shall be successfully performed before the City approves the final sign-off for the acceptance of the system.
- Be available via a toll-free number for technical support and problem resolution during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.
- Respond to all problem requests received from the City once the system is in production. An initial response will be received within two (2) hours, critical problems will be addressed and resolved within twenty-four (24) hours, with all other production problems addressed and resolved within forty-eight (48) hours.
- Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.
- Provide technical training to a minimum of four (4) users AND system administration training to a minimum of two (2) users AND end-user training to a minimum of four (4) users.
- Specify proposed demarcation of responsibilities between the City and the Proposer during system installation, testing, warranty, and maintenance.
- Identify potential risks associated with this project and take all steps necessary to mitigate risks, whether financial or otherwise.

1.3 Guiding Principles

Guiding principles for this procurement encompass the City's justice system partners' business goals and operational goals. These principles are not requirements to which a Proposer must respond, but are set forth here to provide Proposers with more information about the scope and purpose of the procurement.

1.3.1 Business Goals

To develop and implement case management and e-filing systems serving Austin Municipal Court, the Prosecutor's Office, DACC, the Court's other justice partners, and the public. The essential functionality for a successful system is a Web-based case processing and interoperability for the intergovernmental transfer of data, document management, improved access to selected data, electronic filing and citizen self-service for the adjudication of non-mandatory offenses, payment, and statistics and reports for enhanced court management for the following: Municipal Court, Prosecutor's Office, as well as all of their partnerships both internal and external.

The Court CMS project advances three anchoring strategic goals to guide and prioritize what is

to be accomplished:

1. Public safety:

- a. Improve efficiency of information sharing within the court and with justice partners.
- b. Enable and advance information technology (IT) interoperability with justice partners.
- c. Facilitate and support better-informed decision making.
- d. Enable more rapid dissemination and enforcement of court orders.

2. Access to justice:

- a. Improve support to litigants and the public, including self-service options.
- b. Reduce barriers to access, such as language, education, and others.
- c. Enable access from anywhere, anytime.
- d. Increase timeliness and response to increase compliance and reduce case aging.
- e. Increase automation to reduce error on routine processes.

3. Fair and efficient administration of justice:

- a. Reduce delays.
- b. Better enable and manage flexibility and improvement in court operations City-wide.
- c. Better schedule and coordinate use of court and other government resources.
- d. Enable better-informed decision making.

1.3.2 Operational Goals

Configurability:

- Set up data entry and query screens and other parts of the user interface;
- Set up work queues appropriate to user role;
- Set up workflow (including complex business rule triggers);
- Set up ticklers and alerts;
- Set up data validations for data entry;
- Set up document generation;
- Set up granular role-based security/data access;
- Set up interfaces with internal and external systems;
- Set up dashboard elements appropriate to user role;
- Set up configurable tables to increase standardization in updates
- Provide flexibility for the Court to quickly and accurately respond to changes in legislation and business rules
- Provide a single structure to define business rules in the solution that pushes to the web portal so changes to logic are made only once, within the application.
- Electronic documents and transactions:
 - Reduce or eliminate use of paper in day-to-day operations by providing access to information and electronic documents; and
 - Handle transfer of money, pleas, legal options and payments, notifications, and service of process electronically.

Real - time operations:

- When a court transaction is complete (within the application and via web portal), all data entry tasks, document generation, and information exchange tasks also are complete;
- All paper documents presented for filing with the court clerk (in person, by mail, or via web portal) are logged/docketed, scanned, and processed, and available for use immediately.
- Credit and debit cards must be accepted for all transactions: in person, by telephone, and via web portal, in full compliance with payment card industry standards; and
- Automatically exchange data between the CMS, the web portal and interfaces as specified.

Database structure:

- Provide access to information through multiple views appropriate to the type and purpose of the information (e.g., case-centric, person-centric, administrative matter-centric); and
- Date- and time-stamp all database elements to allow re-creation of statistical /financial reports for any point in time.
- Retain multi person/case events and documents to allow for query within the application in the future.

Identity management:

- Provide tools to assist in managing person identities, including a robust person record algorithm to accurately link person records at case creation and search tools to find possible matches, tools to identify possible duplicate identities, functions to link and unlink identities and/or specific cases, and comprehensive, formal business rules to govern how these utilities are used.

Financial management:

- Provide dual-entry accounting for all financial management functions; and
- Set up payment plans for fines, costs, restitution, court fees, and additional amounts added either to original plan or additional separate plan.
- Provide configurable settings to associate business rules for monetary and non-monetary payment plans to allow for automated re calculation of minimum payment amounts, due dates and continuing cases when a payment obligation minimum has been satisfied in the defined payment period.
- Provide the ability to define a hierarchy by cost type within and across cases to allow a user to process payments for multiple cases/singe person record in one transaction.

Event logging/docketing:

- Create an automatic log of events when events and transactions occur (e.g., court events, document filed, case updates, case corrections, payment made); to include changes in administrative tables and
- Allow authorized users to have the capability of retrieving electronic content (e.g.,

electronic document, digital audio or video of a court hearing, electronic evidence) by selecting the related case. Person record or docket entry.

Integrated justice:

- Exchange data and documents electronically with primary information sharing partners via interface immediately upon completion of an event or transaction.

Infrastructure:

- Provide adequate response time and minimize down time so as never to disrupt City justice-related operations through such means as failover/load sharing capabilities, multiple network paths, etc.

System Security:

- Ensure security and integrity of the solution, its data, and its documents twenty four hours a day after a system failure or outage; and
- Maintain audit trails for all electronic data managed by the solution.

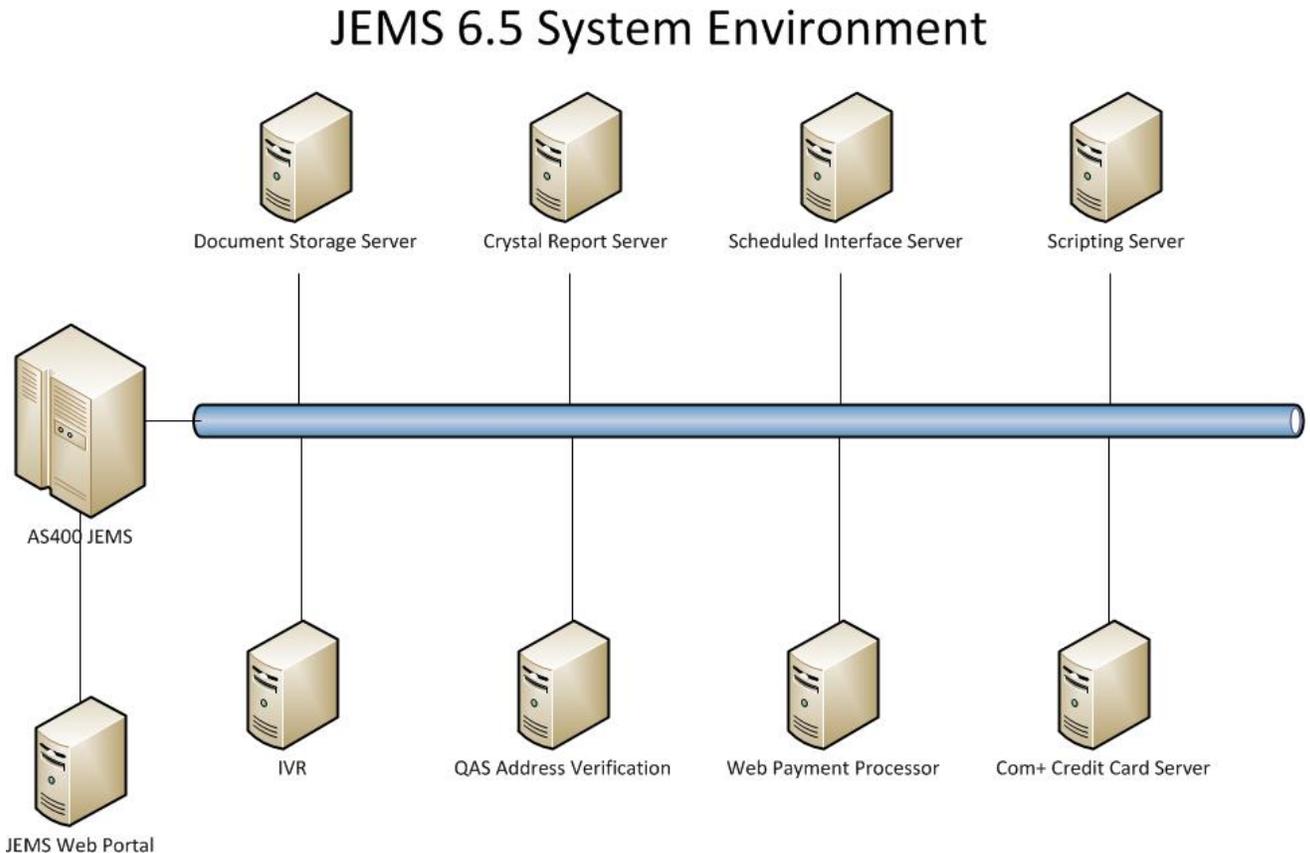
2.0 DESCRIPTION OF EXISTING SYSTEM

2.1 Justice Technology Architecture

The legacy ICMS of Austin Municipal Court is the Judicial Enforcement Management System (JEMS), fully implemented in 1994, containing information on all case types specified in the Office of Court Administration. JEMS runs on the City's AS 400 IBM server and DB2 database platform and was developed by Personal Computer Software Systems (PCSS) and is currently owned by CSDC. The DACC uses the JEMS application but relies on a Dell Power Edge R510 server and MSSQL database platform to maintain functionality for DACC that the JEMS application cannot provide. The City's Communications and Technology Management Department operates an Enterprise Service Bus (ESB) to provide simplification of the interaction and communication between different software applications.

The Prosecutor's Office uses JEMS and a law office system which does not meet its needs for a case management system integrated with the Austin Municipal Court CMS.

The diagram in **Figure 1** below depicts the organizations involved in the justice process and their systems.



2.1.1 Court CMS Operational Approach

Through the new Court CMS (and web portal), the Municipal Court will maintain all files and records in electronic format as the official record of the Municipal Court. E-Citations (or document scanning) and e-filing via the web portal will be the primary means of entering electronic documents into the CMS. Staff should be able to view filed documents and prosecutors will e-file from their offices via the web portal in the courthouse. Operations will accommodate litigants who file paper documents in person by clerks scanning the paper and linking it to case or person records for access.

The vision is the Austin Municipal Court will further reduce paper currently submitted via email, printed and scanned.

Judges, managers, staff and citizens want to be able to access cases from anywhere, so the Court CMS must be browser-based, specifically not client/server which requires visiting a personal computer to make updates. The same applies to the web portal.

2.1.2 Court CMS/E-filing Operational Approach

The e-filing logic is defined in the web portal category of the functional requirements. The Court envisions electronic document management logic to be contained in the CMS Web Portal rather than a separate system or an interface.

2.1.3 Highly-Configurable Framework Approach to Court CMS

The Municipal Court and Prosecutor seek systems that will accommodate Austin Municipal Court's business requirements. As business requirements and business rules change, the stakeholders would like the agility to change configurations in the CMS without waiting for the Proposer to issue a new release and without waiting for new releases to reflect configuration settings. The more configurable a system is, the more likely it will be a finalist in the procurement process.

Use of highly-configurable systems assumes that there will be a significant effort in the beginning of the project to analyze and configure the operational requirements for the CMS. The detailed business capabilities in the requirements provide a foundation for Proposers working with users to identify processes and gather process information to configure automation of processes in the following ways:

- When, in a process, a task completed by one user is routed via workflow to another user who performs a step in the process;
- When, because of the mere passage of time or inaction by a party, the court must take some action (status flags incorporating the concepts of triggers and alerts);
- Tasks or activities that are automatically performed when an event, status or condition triggers a chained set of tasks; plus
- Business rules (either definitional rules or behavioral rules), derived from policy choices

and operational procedures of the Municipal Court and Clerk, local court rules, Supreme Court rules, and statutes, that govern or shape day-to-day justice activities.

3.0 REQUIREMENTS INFORMATION

The Functional and Technical requirements are presented in sections 4 and 5 and also in Appendices A, B, and C. ***NOTE: A hard copy original of the requirement responses must be submitted.***

3.1 Organization of Requirements

Requirements are grouped into three areas:

- **Functional Requirements:** These requirements describe product features and functionality requested by end users.
- **Technical Requirements:** Developed by the City’s Communication and Technology Management staff, these requirements describe the technical specifications to support the Functional Requirements and the constraints for security and networking.
- **Project Implementation Requirements:** These requirements describe the project management resources, processes, documentation and training that ensure effective product implementation and accomplishment of project objectives.

3.2 Qualifiers for Functional and Technical Requirements

3.2.1 Category

“Category” distinguishes the requirement within each functional and technical group. “Category ID” organizes requirements by business process or technical similarity.

3.2.2 Requirement Description

The “Requirement Description” describes the requirement.

3.2.3 Required Response

The purpose of the “Required Response” is to guide Proposers in describing the item, product feature, or system customization that satisfies the requirements as stated in the “Requirement Description.” The verbiage of the “Required Response” is intended to elicit responses that propose creative solutions.

4.0 FUNCTIONAL REQUIREMENTS

4.1 Responding To Functional Requirements

To ensure a proposed solution is thoroughly represented, Vendors should respond to each Functional requirement in Appendices A and B of the RFP. The City encourages and is open to innovative solutions when Vendors meet the mandatory requirements.

The City prefers a Cloud (hosted) solution, Software as a Service (SaaS) solution. The Vendor may provide a complete solution or collaborate with Cloud providers to propose the SaaS solution.

The City provides a fully functional IBM Integration Bus (IIB), enterprise service bus (ESB) instance in our demilitarized security zone to interface with internal city applications. Several interfaces are listed in this RFP and shall be addressed by the Vendor.

Each Functional requirement shall always indicate and explicitly state whether or not the Vendor's proposed Products/Services meet the Functional requirement and/or describes how the proposed Vendor's Products/Services shall accomplish each Functional requirement. Vendors shall indicate if the accomplished requirement will:

- Be met without configuration or customization; Yes or No.
- Be met through changes to tables and rules without modification to the source code; Yes or No.
- Will include custom code developed to perform specific functions or validations outside the standard code; Yes or No.
- Be met by a third-party software package and is included in this offer; Yes or No.
- Is available in the Vendor's Test Environment; Yes or No.
- Is Available in the Vendor's Beta Code; Yes or No.
- Will not be met by respondent.

5.0 TECHNICAL REQUIREMENTS

5.1 Responding to Technical Standards

The City has included the attached Technical Standards in **Appendix C**, used by our Enterprise Architects. If the proposed solution is unable to comply with any of these standards, please explain the alternative approach or solution.

5.2 Responding To Technical Reference Model

The City has included the attached Technical Reference Model (TRM) in **Appendix D**, to provide insight into our technical standards and operational IT environment. Please review the TRM and discuss alternative recommendations, if required.

6.0 LIST OF APPENDICES FOR THIS RFP

Appendices

Appendix A Municipal Court Functional Requirements Spreadsheet

Appendix B Prosecutor's Functional Requirements Spreadsheet

Appendix C Technical Standards Requirements Table

Appendix D Technical Models Table

Appendix E Use Case Diagrams

Appendix F Logical Data Model

Technical Standards

06/10/2016

SaaS/PaaS - Solutions using Software as a Service (SaaS) or Platform as a Service (PaaS).

Internal - Solutions hosted within City of Austin infrastructure.

Mandatory - Essential requirement

Expected - Anticipated or presumed requirement

_____ - No preference

ID#	Topic	Description	Internal	SaaS/PaaS
1	Application Architecture	The application provides Web-enabled components to meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	Mandatory	Mandatory
2	Application Architecture	Ensure compatibility of software with the current version of the following: iOS, Windows and Android mobile devices - Chrome, Safari, IE and Firefox browsers (within 12 months); Windows and Apple operating systems - Office productivity (within 18 months); Oracle and MS SQL databases (within 24 months). Current version is defined as the manufacturer's latest production point version of the product.	Mandatory	Mandatory
3	Application Architecture	No requirement to deploy application code to client workstations (note: Java Runtime Environment (JRE) is an exception).	Mandatory	Mandatory
4	Application Architecture	The application provides the ability to automate the deployment of software and updates to user workstations including, but not limited to Web-based deployment tools to push/pull software to the desktop (note: applicable only to run-time environment, like Java). Unless the contractor provides an alternative solution, users do not require administrative privileges.	Mandatory	Mandatory
5	Application Architecture	The application provides built-in application and system configuration tables accessible by all modules.	Mandatory	Mandatory
6	Application Architecture	The application provides (if needed) ability to manage automatic job scheduling (i.e., batch jobs, billing) including, but not limited to, the interface with external job schedulers and automatic notification capabilities when a job abnormally terminates. The City currently support UNIX CRON, Tivoli work Scheduler, Oracle DBMS_JOBS, and MS SQL DTS.	Mandatory	_____
7	Application Architecture	The application provides forms-based data validation (field level validation) and displays error messages when validation fails (i.e., user enters text in a numeric field).	Mandatory	Mandatory
8	Application Architecture	The application provides copy, cut, paste, and undo functions from data fields and screens to other	Mandatory	Mandatory

ID#	Topic	Description	Internal	SaaS/PaaS
		applications.		
9	Application Architecture	The application provides ability to perform mass changes to a defined group of transactions with appropriate selection criteria.	Mandatory	Mandatory
10	Application Architecture	The application provides ability to effective date transactions and table updates including, but not limited to future and retroactive changes, based on user-defined criteria.	Mandatory	Mandatory
11	Application Architecture	The application provides ability to drill down from a transaction view to the supporting source document or record, regardless of the module source.	Mandatory	Mandatory
12	Application Architecture	The system provides ability to restrict free form entry (e.g., require use of drop-down calendar for date field).	Mandatory	Mandatory
13	Application Architecture	The system meets Web Accessibility standards including, but not limited to, ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see http://www.access-board.gov/sec508/summary.htm). Web based applications must be compliant following the specifications of 508c of the Americans with Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.	Mandatory	Mandatory
14	Application Architecture	The application provides ability to apply upgrades and patches without impact to existing user interface customizations (e.g., user-defined forms/fields, Web interface, etc.).	Expected	Expected
15	Application Architecture	The solution supports Distributed File System (DFS) shares for file access.	Expected	_____
16	Audit	The system provides user-defined audit features for all transactions in solution including, but not limited to, all historical changes, date, time, and user ID of the person making the change.	Expected	Expected
17	Audit	The system provides ability to prevent audit records from being deleted or altered, except as part of a system administration archival process.	Expected	Expected
18	Audit	The system provides ability for audit-tracking reports including, but not limited to user access and usage logs.	Expected	Expected
19	Audit	The system provides ability to archive and restore audit logs.	Expected	Expected
20	Business Continuity and Disaster Recovery	The system provides full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.	Mandatory	Mandatory
21	Business Continuity and Disaster Recovery	The system provides software redundancy including, but not limited to, integrity checking capability to identify the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.	Mandatory	Mandatory

ID#	Topic	Description	Internal	SaaS/PaaS
22	Business Continuity and Disaster Recovery	The system provides ability to alert specified users when key components are unavailable (e.g., DBMS, servers, interfaces, network transport, etc.).	Mandatory	Preferred
23	Business Continuity and Disaster Recovery	The system provides ability to restore transactions from the database transaction log.	Expected	_____
24	Business Continuity and Disaster Recovery	The system provides software redundancy including, but not limited to, software crash tolerance (i.e., server and client software shall maintain its integrity in case of power failures and abrupt shutdowns); redundancy in the application server tier with automated cut-over; redundancy in the database server tier with automated cut-over; restart and recovery capability after system/server failure with no loss of data or software components; and roll-back.	Expected	Expected
25	Business Continuity and Disaster Recovery	The system provides software redundancy including, but not limited to, file protection capability to limit the types of operations (e.g. read, write, delete, and data dictionary modification) that individual users on given data or program files can perform.	Expected	Expected
26	Business Continuity and Disaster Recovery	The system provides software redundancy including, but not limited to, incremental, differential, and full backups and restores of the database, core and customized software, software and database configuration options, user preferences and rights, etc. This includes the ability to recover specific data records and/or files from backup and/or near-line storage.	Expected	_____
27	Data Storage and Archiving	The solution supports future releases of the application without rendering the archived data unusable.	Mandatory	Mandatory
28	Data Storage and Archiving	The solution utilizes storage area network (SAN).	Mandatory	_____
29	Data Storage and Archiving	The system provides online access to the current year plus unlimited previous years of all types of data retained in the system, and provides archive capabilities thereafter.	Expected	Expected
30	Data Storage and Archiving	The system provides ability to archive data to external storage media and support partitions, based on user-defined including, but not limited to, number of years.	Expected	Preferred
31	Data Storage and Archiving	The system allows the City to accurately plan for storage and backup requirements, both for initial implementation and for future growth.	Expected	_____
32	Data Storage and Archiving	The contractor provides the City a complete copy of current and archived data hosted by an ASP provider in the event of contract termination within a month of notification in one of the required formats listed above. (ASP Hosted)	_____	Mandatory

ID#	Topic	Description	Internal	SaaS/PaaS
33	Database Architecture	The application provides standardized data extraction Application Program Interface (API) to allow import and export of data to other systems.	Mandatory	Mandatory
34	Database Architecture	The application provides ability to encrypt sensitive data when required by federal or state compliance (e.g., PII, PCI, HIPAA, etc.).	Mandatory	Mandatory
35	Database Architecture	The application provides use of Structured Query Language (SQL) for database queries.	Mandatory	_____
36	Database Architecture	The solution uses the same data validation criteria for bulk data loads as it does for manual data entry.	Mandatory	Mandatory
37	Database Architecture	The application provides ability to exchange database information using industry accepted standards and formats including Extensible Markup Language (XML).	Expected	Expected
38	Database Architecture	The application provides ability to copy, archive and retrieve data to external storage media (e.g., tape, DVD, SAN) based on user-defined selection criteria.	Expected	_____
39	Database Architecture	The application provides ability to perform database maintenance including, but not limited to, backup and upgrades without requiring system downtime during core business hours.	Expected	Expected
40	Database Architecture	The solution includes a method of purging record data from the database(s) ensuring referential integrity with master/child records.	Expected	Expected
41	Database Architecture	The system provides ability to set up log event triggers to automatically notify the system administrator when user-defined database conditions are met. (Note: If hosted solution, provide access to configurable alerts.)	Expected	_____
42	Information Management	The system prevents the loss or unauthorized deletion of records before the expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a).	Mandatory	Mandatory
43	Information Management	The system prevents the unauthorized alteration of records before the expiration of their retention period. The system provides logs or audit trails that document edits and views of records. This is a requirement for records governed by HIPAA; and, depending on the type of record, there may be additional integrity requirements governed by Texas House Bill 300.	Mandatory	Mandatory
44	Information Management	The system provides systematic deletion of records upon expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a) and §201.003(16), Austin City Code §2-11-11. Sufficient metadata must be present to identify records	Mandatory	Mandatory

ID#	Topic	Description	Internal	SaaS/PaaS
		eligible for disposition based on defined triggering events and dates.		
45	Information Management	Upon expiration of the retention period, the system ensures destruction of all duplicate records to include convenience copies. Texas Rules of Evidence, Rule 1003. The system's back-up strategy ensures retention of backup records doesn't excessively exceed destruction of originals. System procedures must ensure retention rules apply to copies of production data used to develop, test, or train.	Mandatory	Mandatory
46	Information Management	The system ensures records are retrievable and available until the expiration of their approved retention period. Texas Local Government Records Act §205.008(b). Records stored on contractor, outsourced, cloud, or hosted platforms remain the property and responsibility of the City. When contacted by an authorized City employee or when the contract ends or is terminated, contractors must deliver records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost. Austin City Code §2-11-15.	Mandatory	Mandatory
47	Information Management	Until expiration of retention period, hardware and software must be available to access records and sufficient metadata must be present to facilitate timely retrieval of records. Contracts with hosted solution providers must specify the contractor's duties with respect to management of records as required by Austin City Code §2-11-15. The system ensures retention of specific records - even if their retention period has expired - if they are the subject of known or reasonably anticipated litigation, public information request, audit or other legal action. Texas Local Government Records Act §202.002, Austin City Code § 2-11-11. The system maintains a log of litigation and other holds allowing release of holds after resolution of litigation, audit, or public information requests.	Mandatory	Mandatory
48	Information Management	The system creates records/logs of destruction activity. Texas Local Government Records Act §203.046, Austin City Code §2-11-11. Destruction logs must (a) show a minimal set of metadata sufficient to uniquely identify the records purged; (b) show who approved and who executed the destruction, and the dates on which these events took place; (c) reflect compliance with an approved, written standard operating procedure; and (d) be retained permanently.	Mandatory	Mandatory
49	Infrastructure	The system uses industry standard virtualization infrastructure to support load balancing.	Mandatory	_____
50	Infrastructure	If the system is Simple Network Management Protocol (SNMP V.3) compliant, the contractor provides standard Management Information Base (MIB) files for all SNMP-enabled components.	Mandatory	_____

ID#	Topic	Description	Internal	SaaS/PaaS
51	Infrastructure	The solution uses an accurate, NIST time source for traceable time stamp. If back-end components use date/time stamping, client-side components synchronize with back-end servers.	Mandatory	Mandatory
52	Infrastructure	If the solution includes electronic hardware such as servers or network devices, all network-enabled hardware supports auto-negotiation of network speeds and duplex settings, including 10 mbps, 100 mbps and Gigabit Ethernet, if applicable.	Expected	_____
53	Infrastructure	If applicable, all portable devices (laptops, hand-held units, etc.) provide display screens readable in conditions ranging from darkness to direct sunlight.	Expected	Expected
54	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) are resistant to heat, cold, moisture, dust and shock.	Expected	Expected
55	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) are capable to receive program or firmware updates via network connections.	Expected	Expected
56	Infrastructure	System server components use standard Domain Name Services (DNS).	Expected	_____
57	Integration Architecture	The system provides the ability to set up appropriate approval, audit trail, and reconciliation procedures for all inbound and outbound interfaces.	Mandatory	Mandatory
58	Integration Architecture	If application requires integration with other City data, the application must integrate using an enterprise service bus.	Expected	Expected
59	Security and Authentication	If applicable, the system provides adequate protection of data covered by regulatory or other compliance requirements (e.g., U.S. Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI).	Mandatory	Mandatory
60	Security and Authentication	The system authenticates with multiple internal Microsoft Active Directories.	Mandatory	_____
61	Security and Authentication	The application provides encryption for data exchanged between the front-end user application and the back-end servers - federal or state compliance required (e.g., PII, PCI, HIPAA, etc.).	Mandatory	Mandatory
62	Security and Authentication	The system provides protection against unauthorized access to data by persons and other software programs.	Mandatory	Mandatory
63	Security and Authentication	The system masks (i.e., substituting characters with '*') passwords as they are entered into the system.	Mandatory	Mandatory
64	Security and Authentication	The system is PCI-compliant when handling credit card transactions.	Mandatory	Mandatory
65	Security and Authentication	The solution does not require operating system administrator privileges on the client workstation(s) to run or receive application updates or the vendor must provide	Mandatory	Mandatory

ID#	Topic	Description	Internal	SaaS/PaaS
		another solution for updates.		
66	Security and Authentication	The solution provides a method to change the passwords for built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Mandatory	Mandatory
67	Security and Authentication	When the contractor is connected to the City's Virtual Private Network (VPN) for solution support purposes, the contractor uses single tunneling, which means the contractor disconnects from their local network during the VPN session.	Mandatory	_____
68	Security and Authentication	Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Mandatory	Mandatory
69	Security and Authentication	The application allows the Application Administrator to restrict generic logins.	Mandatory	Mandatory
70	Security and Authentication	When applicable, the system provides 128-bit SSL or higher or TLS, between the client browser and application modules.	Expected	Expected
71	Security and Authentication	The system allows an approved administrator to inactivate user access.	Expected	Expected
72	Security and Authentication	The system provides ability to manage user permissions centrally for all modules of the applications.	Expected	Expected
73	Security and Authentication	The system provides ability to use tokens and/or passwords for user logons.	Expected	Expected
74	Security and Authentication	The system provides users the ability to change password, users to change their password on set period and password expiration.	Expected	Expected
75	Security and Authentication	The system provides ability to configure passwords including, but not limited to the following: minimum password length of at least eight characters; case sensitive, contain numbers, alphanumeric characters, and special characters; and complex passwords based on user-defined criteria.	Expected	Expected
76	Security and Authentication	The system provides ability to record the date and time of changed password.	Expected	Expected
77	Security and Authentication	The system provides ability to deny user access after a definable number of unsuccessful attempts to logon.	Expected	Expected
78	Security and Authentication	The system provides ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g., read, modify).	Expected	Expected
79	Security and Authentication	The system provides ability to assign application access rights for the entire suite of applications at a single point of entry.	Expected	Expected
80	Security and	The system provides ability to control access to all	Expected	Expected

ID#	Topic	Description	Internal	SaaS/PaaS
	Authentication	activities (e.g., online transactions, batch processing, report writer, query, system utilities) including, but not limited to the following levels: system, database, module, field, inquiry, approval, report, transaction, table, individual, group, organization (e.g., department, division), user role, user site, time period, and position across all functional areas.		
81	Security and Authentication	The system provides ability to create and maintain security profiles to control access including, but not limited to the following: employee level, module, field, transaction type, employee group, standard report, and ad hoc report.	Expected	Expected
82	Security and Authentication	The system provides ability to automatically log users off the system when there has been no activity for a definable (pre-defined) period.	Expected	Expected
83	Security and Authentication	The system provides ability to generate summary and detail reports including, but not limited to user access, usage logs, audit logs, failed and/or unauthorized access attempts based on user defined parameters (e.g., audit requirements). The system provides ability to alert the application administrator when any of these events exceed a specific, definable threshold.	Expected	Expected
84	Security and Authentication	The system provides ability to utilize session encryption methods necessary to ensure the secure electronic transfer of sensitive information.	Expected	Expected
85	Security and Authentication	If the system requires bulk data loads via the Internet, the system uses a secure network transport method.	Expected	Expected
86	Security and Authentication	New user permissions default to least privileges security permissions.	Expected	Expected
87	Security and Authentication	The application provides a transaction log related to changes made to security (roles, groups, and permissions).	Expected	Expected
88	Security and Authentication	To help enforce City's security policies, the solution allows the application administrator to disconnect a particular user and to lock out a user during an active session.	Expected	Expected
89	Security and Authentication	The system provides ability to restrict remote access to the application by client IP address or network address range.	_____	Expected
90	Security and Authentication	The system uses Microsoft Active Directory Federated Services (ADFS) [current version minus 1] for federated identity management.	_____	Mandatory
91	Security and Authentication	The system ensures the City's data is not made available to any other parties not specifically authorized to view or access the data. (ASP Hosted)	_____	Mandatory
92	Security and Authentication	For systems with sensitive data (personally identifiable information (PII), city confidential data, or data covered by a federal security standard), the contractor conducts an annual security assessment of all tiers of its hosting facility,	_____	Mandatory

ID#	Topic	Description	Internal	SaaS/PaaS
		including application servers and network devices. Provide summary copies of the security audit reports to the City of Austin annually. We prefer an annual 3rd party security assessment, which we may require depending on the data being hosted.		
93	System Flexibility	The system provides the ability to define business rules based on user-defined criteria (e.g., organizational level, account code, bargaining unit, location, program, grant, etc.).	Mandatory	Expected
94	System Flexibility	The system solution is compatible with Citrix for client server configurations.	Expected	Expected

**Technical Reference Model
Communications and Technology Management**

09/24/2015

Area	Category	Standard
Application Technology		
Development Tools	Analysis, Design and Modeling	Unified Modeling Language (UML)
	Requirements Management	Rational Software Architect (RSA)
	Software Change and Configuration Management Tools	GitHub
	Web Authoring Tools	Drupal (outward)
	Application Development Tools	Visual Studio
		PL/SQL Developer
		Notepad++
		Java
		Cold Fusion
Software Engines	Search Engines	Solr
	Geographic Information System (GIS) Engines	ESRI Current minus 2 versions (10.1-10.3)
		ArcGIS for Desktop current minus 2 versions (10.1-10.3)
		ArcGIS for Server current minus 2 versions (10.1-10.3)
		ArcGIS Online current minus 2 versions (10.1-10.3)
		Smallworld Electronic Office (AE only)
		ArcSDE current minus 2 versions (10.1-10.3)
		FME current minus 2 versions (10.1-10.3)
	Business Rules Engines	BPM
		BPMN
Business Process Management Engines	Websplore	
Application and Web Server Software	Application Server Software	ArcGIS Server (includes server extensions) current minus 2 versions (10.1-10.3)
		FME Server current minus 2 versions (10.1-10.3)
	Web Server Software	Apache current minus 2 versions
		Internet Information Services (IIS) current minus 1 version
		IBM WebSphere
Integration Software	Enterprise Service Bus (ESB)	IBM Integration Bus (IIB)

Area	Category	Standard
Application Testing Software	Debugging Test Tools	PL/SQL Developer
		Fiddler
		Firebug (Firefox plugin)
		IE Developer Tools
	Function Testing Tools	PL/SQL Developer
	Load and Performance Testing Tools	PL/SQL Developer
		Visual Studio
		Jmeter
	System Testing Tools	Visual Studio
		PL/SQL Developer
Unit Testing Tools	Visual Studio	
	PL/SQL Developer	
Information Management Technologies		
Business Intelligence and Data Warehouse Platforms	Business Intelligence Platforms	MicroStrategy
	Web Reporting Tools	Google Analytics
		DBNetGrid
		CADReports
		Microcall
	Dashboard/Scorecard Tools	MicroStrategy
	Data Mining Tools	Oracle Discoverer
		PL/SQL Developer
	Data Warehouses	Oracle
		SQL Server
Geospatial Tools	ArcGIS Desktop current minus 2 versions (10.1-10.3)	
Data Analytics (Statistical Analytics, Prediction, and Modeling)	ERWin	
	Visio	
Unstructured Data/Natural Language Processing	EDIMS	
	OS File	
	CIFS	
Data Management	Database Connectivity	PL/SQL Developer
		Oracle SQL Developer
		Oracle SQL *Net
	Object Oriented DBMS	Oracle
	Relational DBMS	Oracle
		SQL Server
		Oracle
		SQL Server
	Database Related Management Tools	IDERA
		PL/SQL Developer
Data Integration	Database Replication and Clustering	PL/SQL Developer
		FME
		Oracle Real Applications Cluster (RAC)
		SQL Server Cluster
	Data at Rest	EMC
		NetApp Storage
		Tintri
		Nimble
	Pure	

Area	Category	Standard
	Data Synchronization	GeoWorx Sync
		DFS
	Extract, Transform, Load (ETL)	FME Server
		FME Desktop
		Informatica
	Data in Motion (Common Message Terminology and Semantics)	SQL *Net
		TCP/IP
		BigIP
	Collaboration and Electronic Workplace	
Collaboration Software	Content Management	Sharepoint
		GitHub
		Drupal CMS
	Electronic Messaging	Microsoft Exchange
	Unified Messaging	Lync/Skype
	Email and Calendaring	Microsoft Outlook
	Real Time and Team Collaboration	Sharepoint
		GoToMyPC
		Cisco VPN
		NetMotion
		Citrix
		Adobe Connect
		Vidyo
		Cleo
	Shared Whiteboard	Lync/Skype
		SmartBoard
Process and Schedule Synchronization	BMC Service Desk Express	
	Tivoli	
Computer Based Training (CBT)	Airwatch	
	Adobe Connect	
Productivity Software	Accounting and Finance	Advantage
	Desktop Publishing	Microsoft Publisher
	File Manager and Viewer	EDIMS (Opentext)
		Adobe Acrobat
	Enterprise Faxing	Captaris Rightfax
	Graphics Design Software	Adobe Creative Suite
	Multimedia Software	Adobe Creative Suite
	Standard Office Suite	Microsoft Office 2013
	Miscellaneous Productivity Tools and Utilities	Windows Snipping Tool
	Web Browsers	Internet Explorer current minus 1 (IE 11 and 10)
		Firefox current minus 1
		Chrome current minus 1
	Case Management	AMANDA
		BMC Magic Service Desk Express
		FDM
		Versadex
		LIMS

Area	Category	Standard
	Surveys	Survey Monkey
		Survey Builder
		Sharepoint
System Management		
System Management Tools	Alert Management	Orion Solarwinds
		Puppet
		Microsoft SCCM
		Idera
		Trend IWSVA
		Netbotz
		ISX Environmental Monitoring
		Avaya ASA
		Avaya Session Manager
		ADV NMS
	Application Management	Tivoli
	Asset Management and Work Order	Maximo
		BMC Magic Service Desk Express
		Mobile Workforce Manager
	Data Center Automation Software	Appsense
		Idera
Microsoft SCCM		
EMC Networker		
APC Structureware		
Disaster Recovery	NetApp VSC	
Monitoring	Orion Solarwinds	
Remote Desktop Management	Dameware	
	MS RDP	
System Change and Configuration Management	Puppet	
	Microsoft SCCM	
Network Infrastructure	Switching and Routing	Cisco
		Brocade
		ADVA
	Load Balancing and Failover	F5 Big IP
	Network Name and Address	Windows DHCP
		Windows DNS
		IP - IPv6 (not used yet)
		Ipssec
		WINS
		BIND DNS
Network and Telecommunications		
Transport	Local/Campus Area Network (LAN/CAN)	Cisco
		Brocade
	Wide Area Network (WAN)	City Owned Fiber
		AT&T Connections
		Avaya Equipment
		Nortel Equipment
	TimeWarner Cable	
Cabling	BICSI	
Wireless and Mobile	Cellular Networks	AT&T (Public Safety)

Area	Category	Standard
Networks		Verizon (Public Safety)
		AT&T (AVL- Public Safety)
		Verizon (AVL)
		Sprint (AVL)
	Secure WiFi	Cisco WAP
	Public WiFi	Cisco WAP
		Meraki WAP
	Radio	P25
		Motorola
	Pagers	USA Mobility
	Aircards	Sprint
		Verizon
AT&T		
End User Computer Devices	Personal Computers (PCs)	Dell Workstations/Laptops
	Mobile Hardware	iPad current minus 1
		iPhone current minus 1
		Android current minus 1
	Hardened Laptops	Panasonic
Dell		
Platforms and Storage		
Operating Systems	Desktop/Laptop	Win 7 current minus 1
		Win 8 current minus 1
	Mainframe	AIX current minus 2
	Mobile Device	Android current minus 1
		iOS current minus 1
	Server	Windows Server current minus 1
		AIX current minus 2
Linux (Redhat) current minus 1		
Cloud Services/Virtualization	Cloud Technologies	ArcGIS Online current minus 2
	Virtualization Software	VMWare
		Citrix Xen Server
		VirtualBox
Storage	Long Term Back-up	EMC Networker
		NetApp
		Avamar
	Operational Recovery	EMC Networker
		NetApp
		Avamar
	Production	EMC Networker
		NetApp
		Avamar
System Management Tools	Network Performance Optimization	Microsoft SCCM
		Trend Antivirus
		Puppet
		GitHub
		PKI
		GPO
		IBM HMC
	Trend IWSVA	
Logging	Splunk	

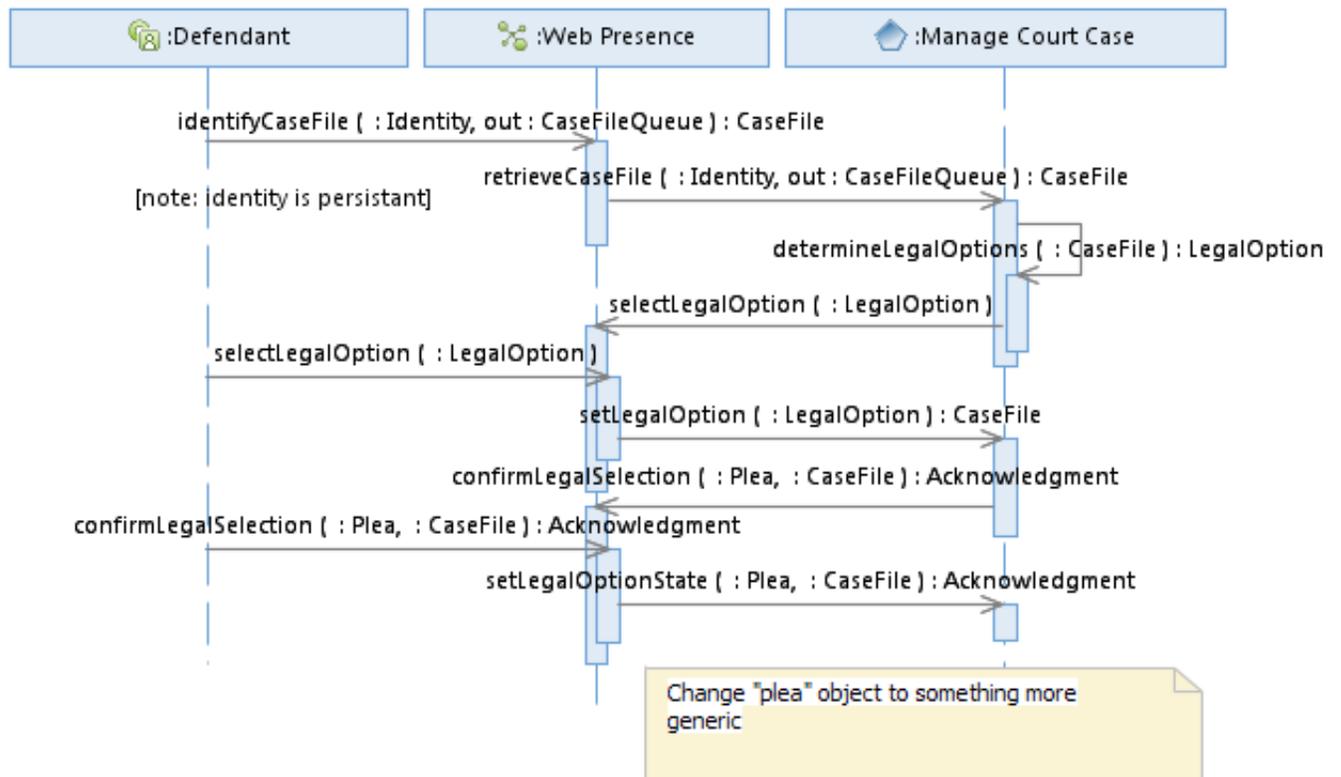
Area	Category	Standard
	Patch Management	WSUS
		Microsoft SCCM
Enterprise Architecture		
Employment	Application	Rational Software Architect (RSA)
		MS Picture Manager
		HTML-Kit
		SnagIt
		FTP
		Subversion
	Framework	Eclipse
		Unified Modeling Language (UML)
		IBM UPIA

APPENDIX E : Use Case Diagrams

1 Sequence Diagrams

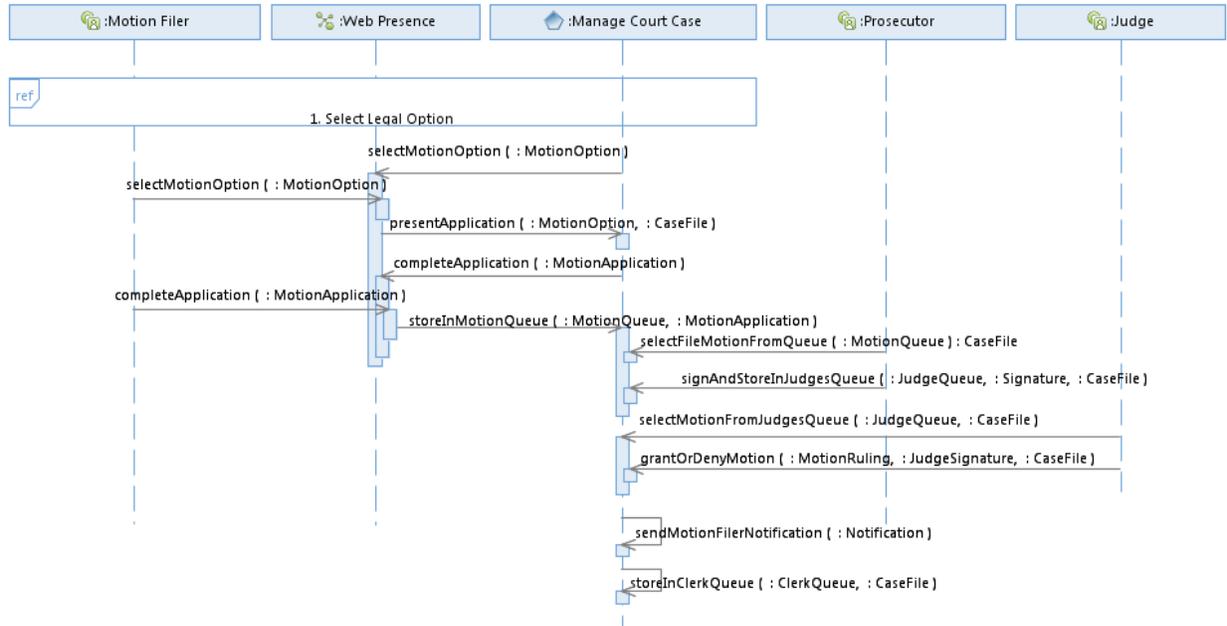
Legal Options Functional - Establish Case File Legal Option

Select Legal Option

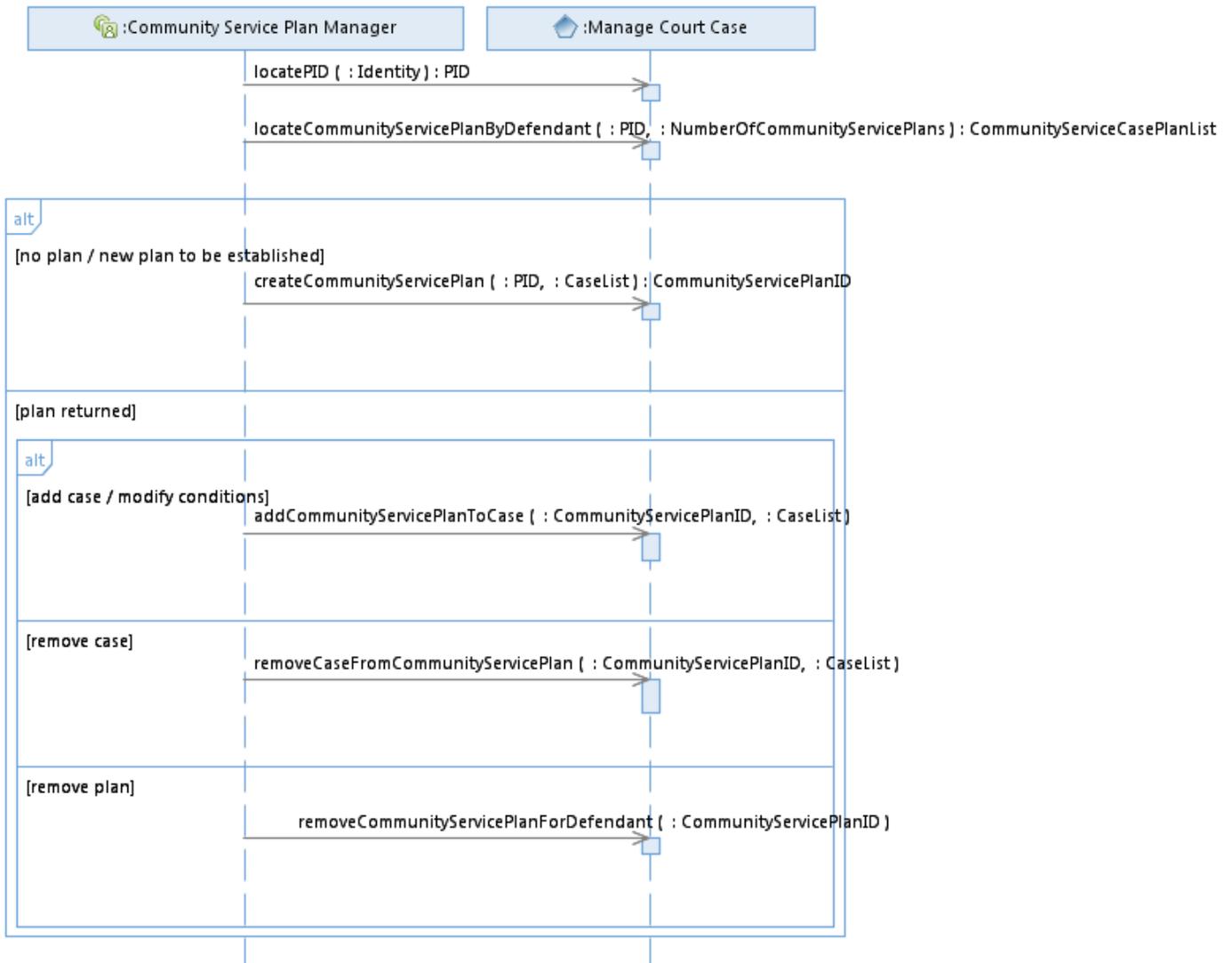


Legal Options Functional - Web Presence

File For Motion

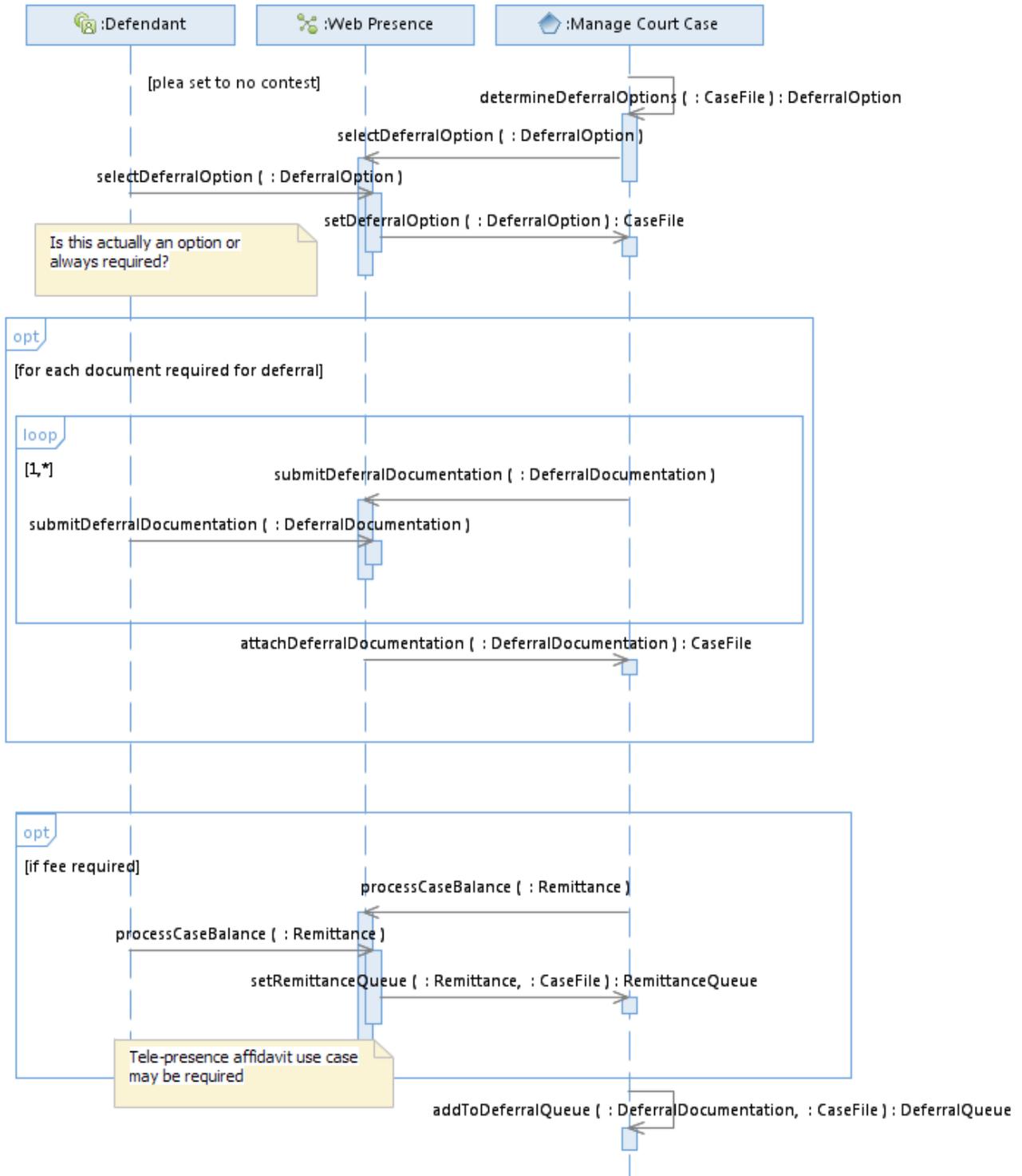


Community Service Functional
Manage Community Service Plan



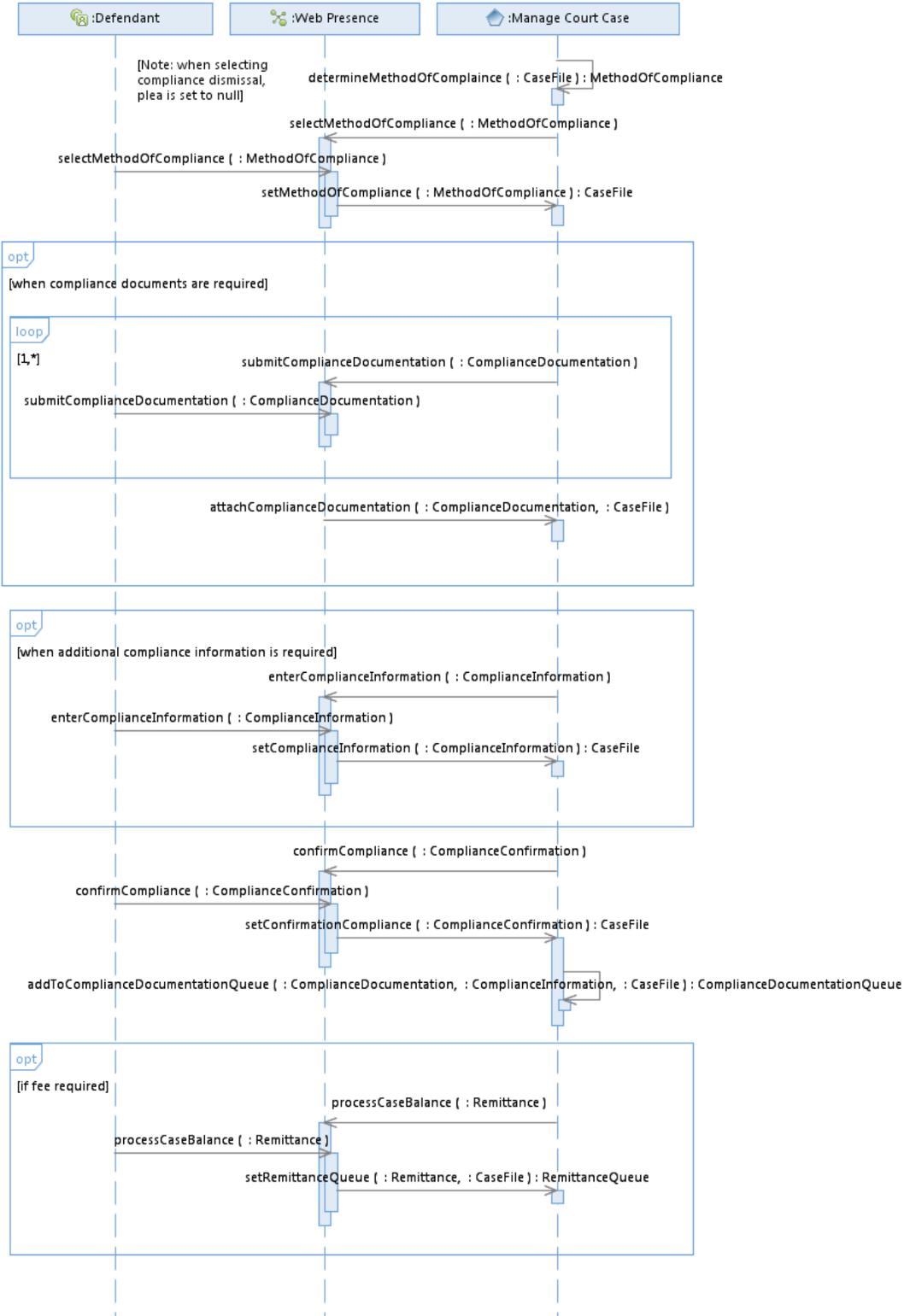
Legal Options Functional - Establish Case File Legal Option

Establish Deferral Request



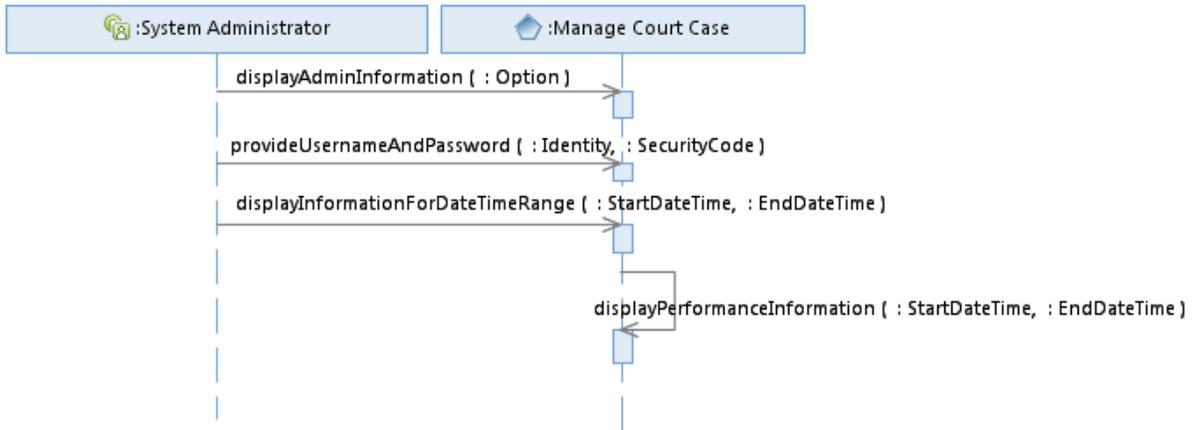
Legal Options Functional - Establish Case File Legal Option

Establish Compliance Dismissal



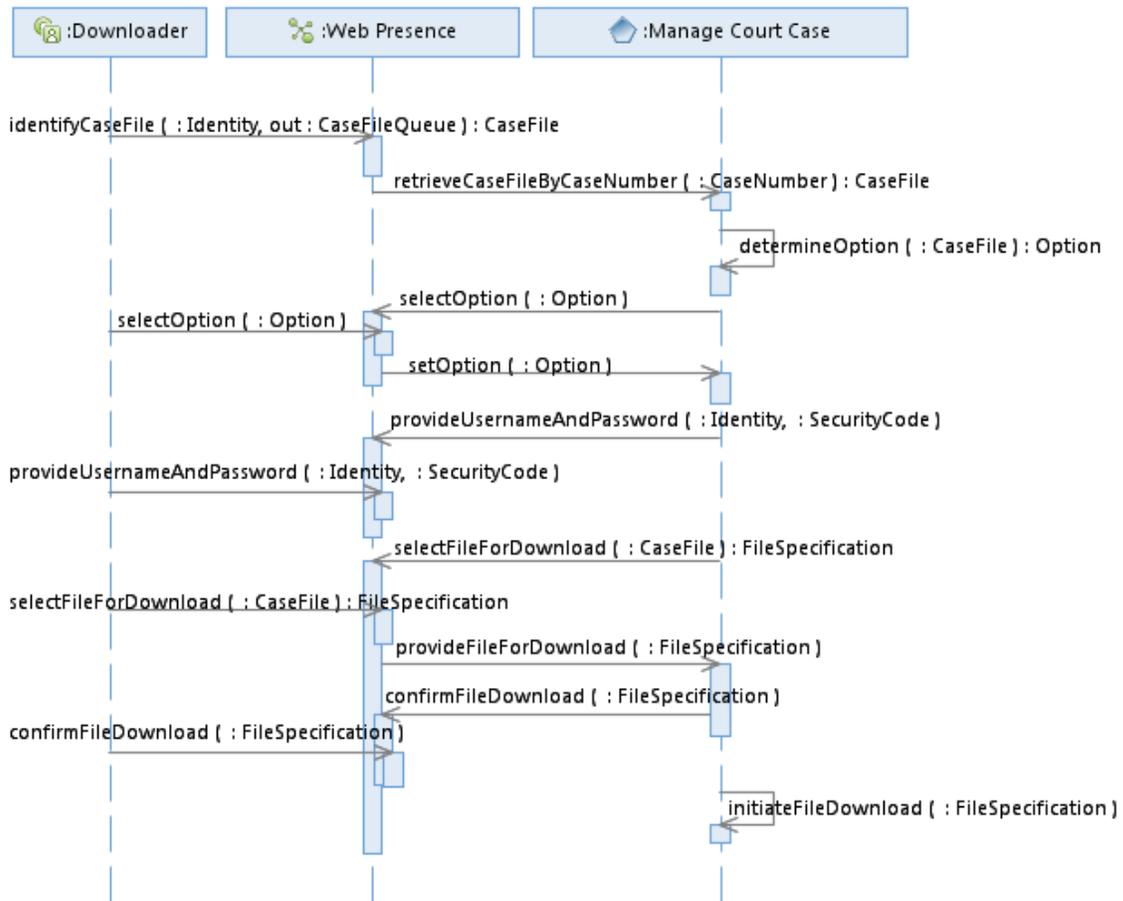
System Performance Interface – Interoperability

Monitor Performance Use

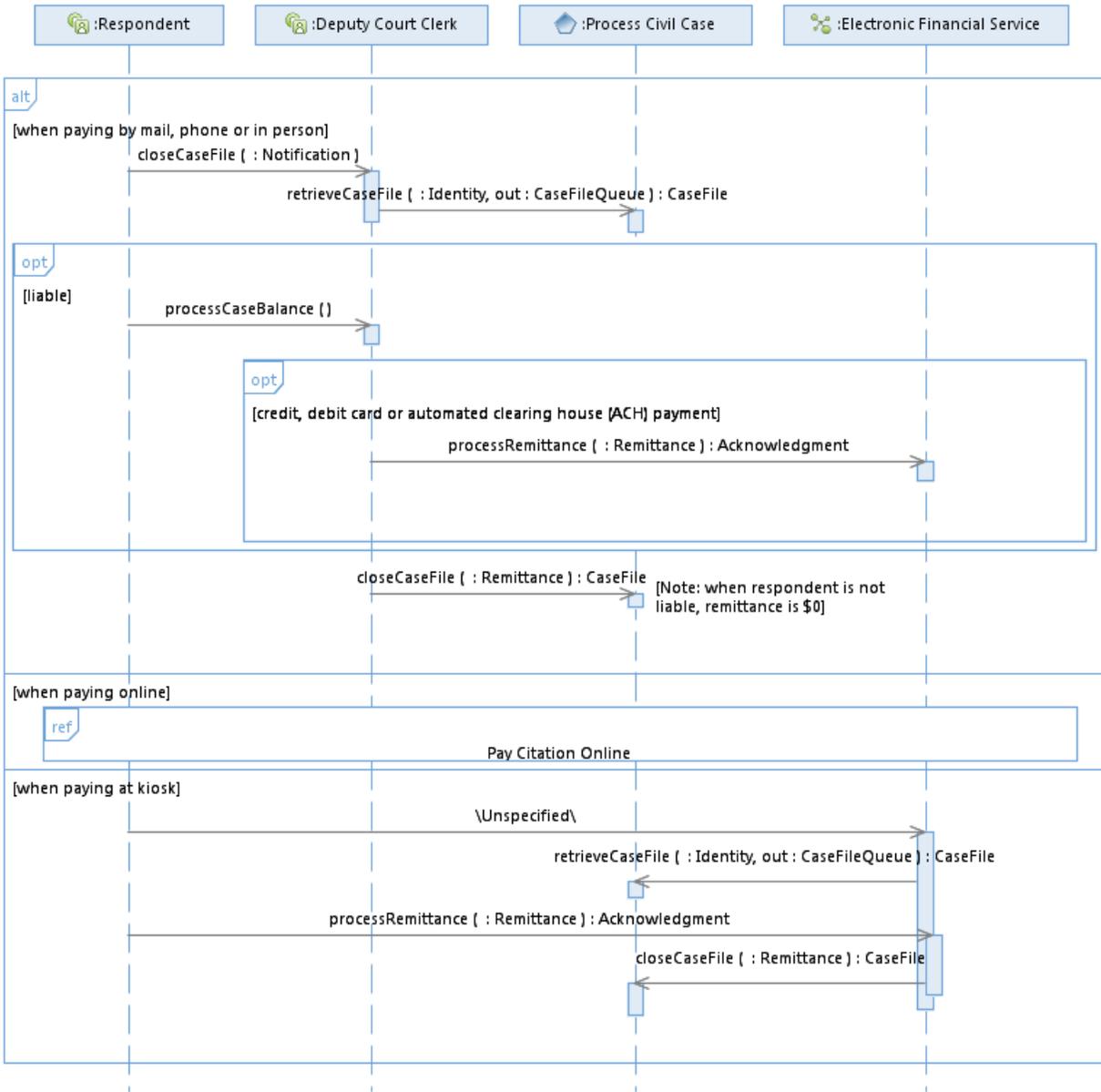


Electronic Filings Interface – Interoperability

Download Case Attachment

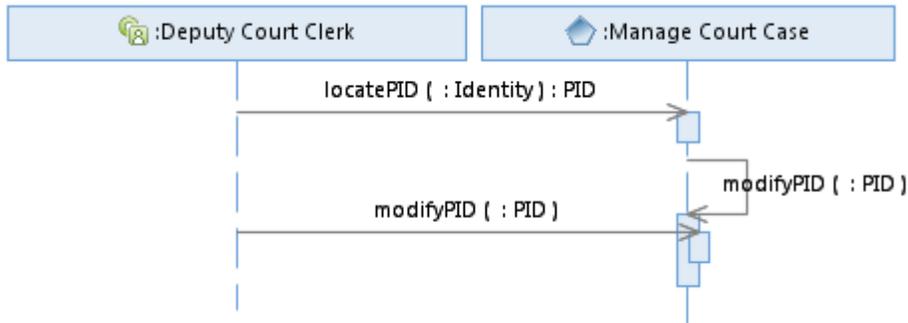


Payment Interface Functional - Process Civil Parking Case
Close Case File



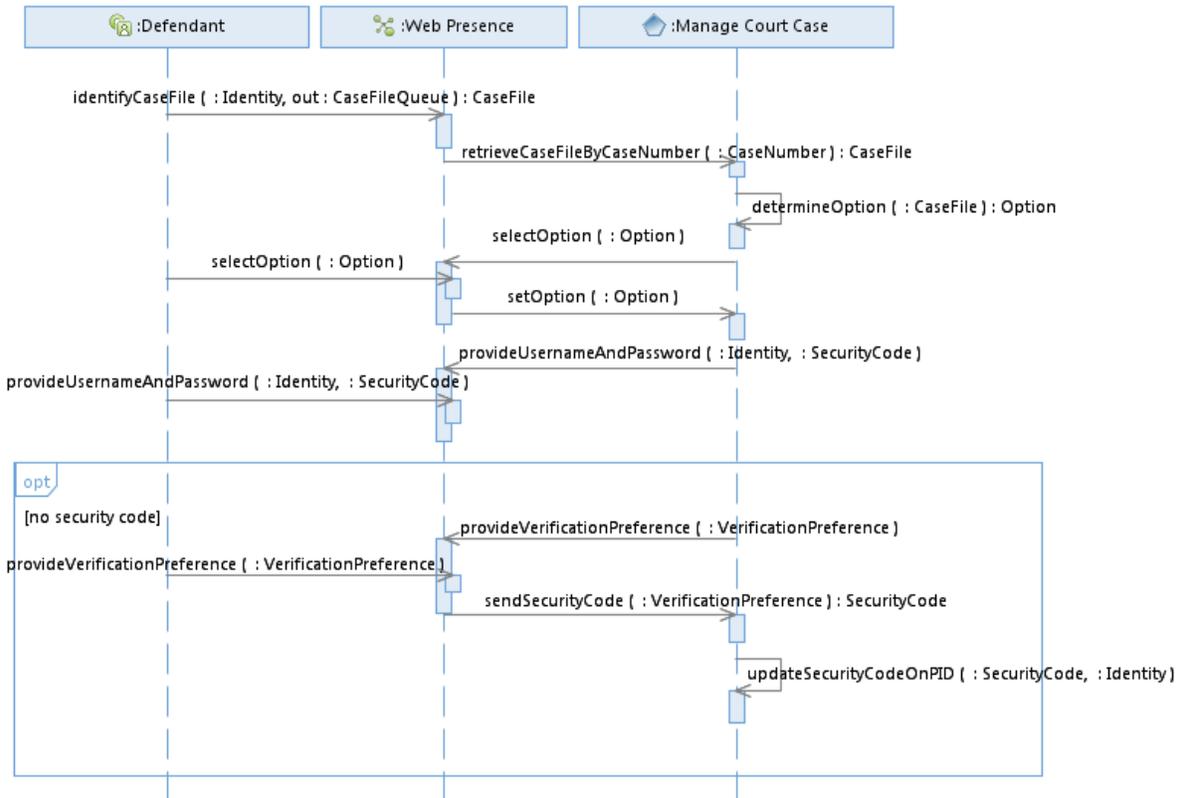
PID Functional

Modify PID



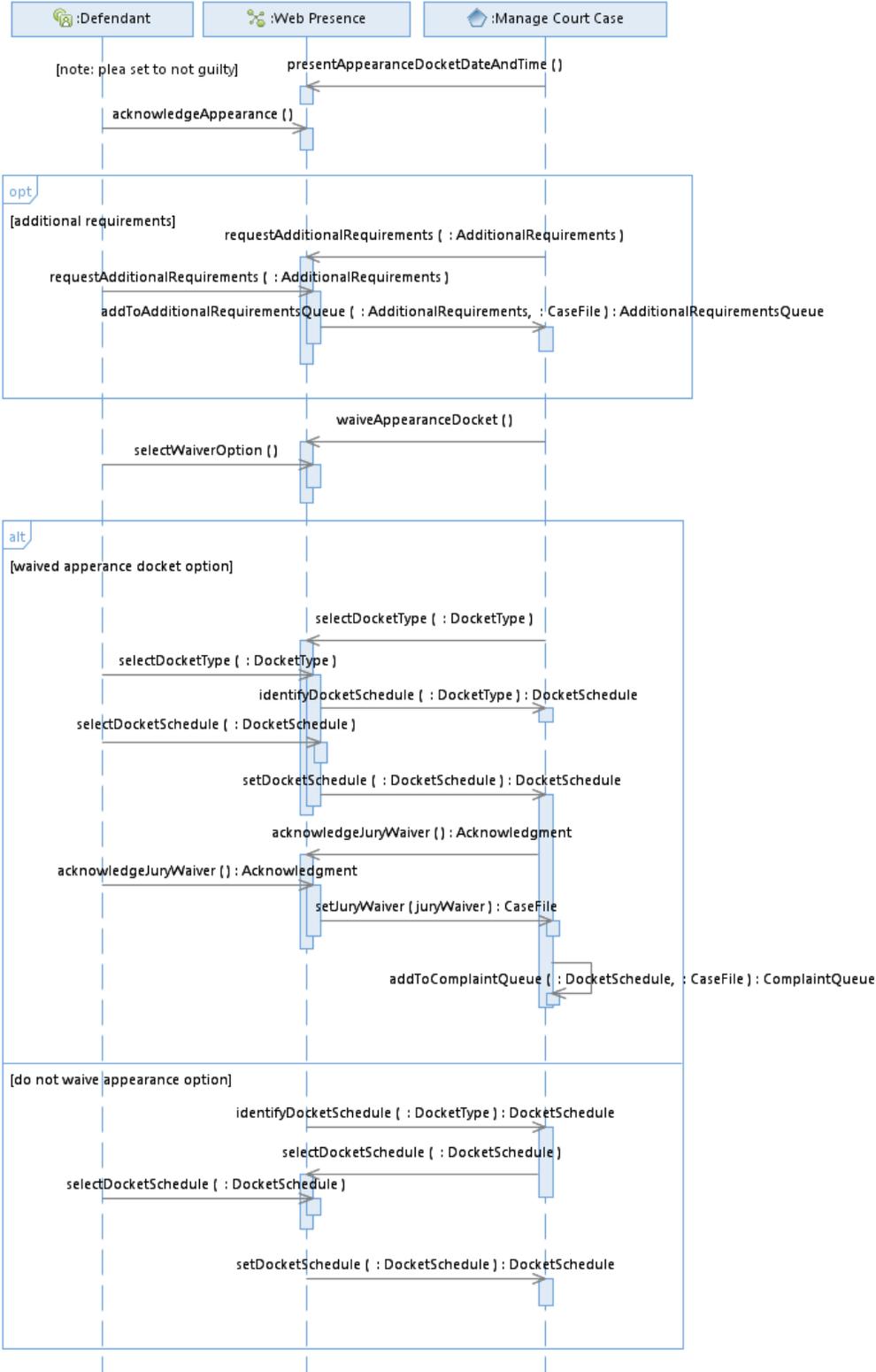
Online User Accounts Functional

Create User Account



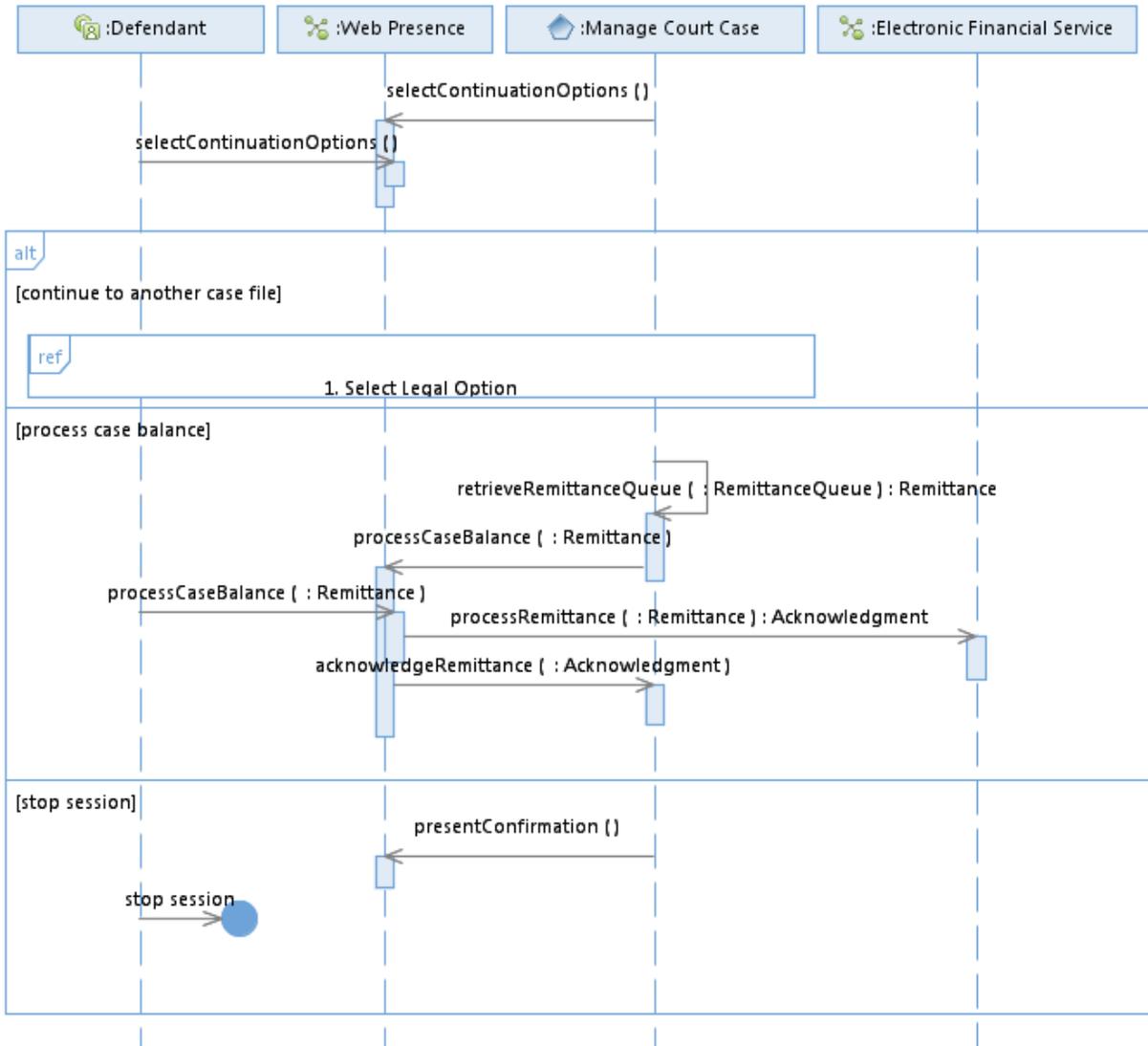
Legal Options Functional - Establish Case File Legal Option

Establish Not Guilty Plea



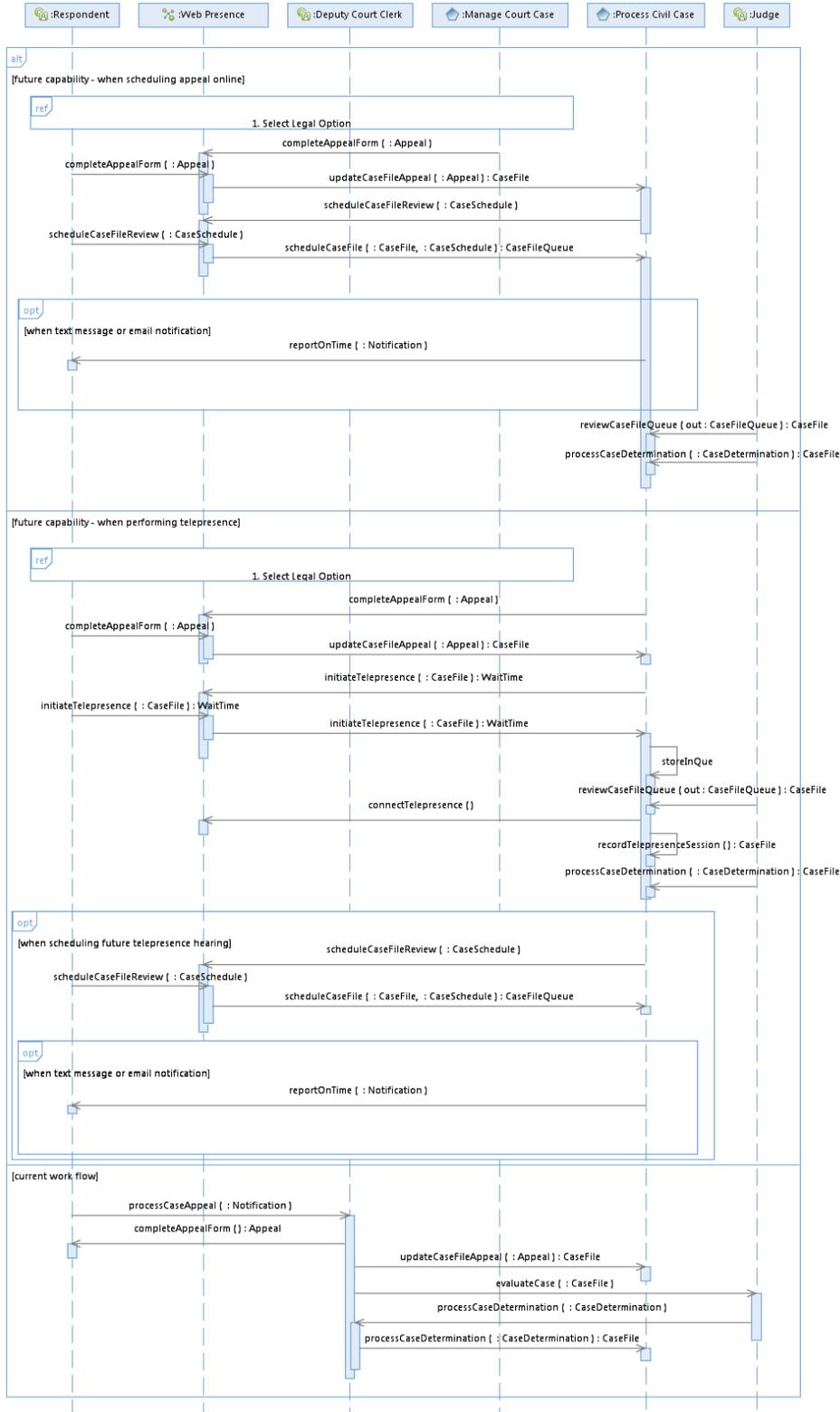
Legal Options Functional - Establish Case File Legal Option

Complete Case File Activity

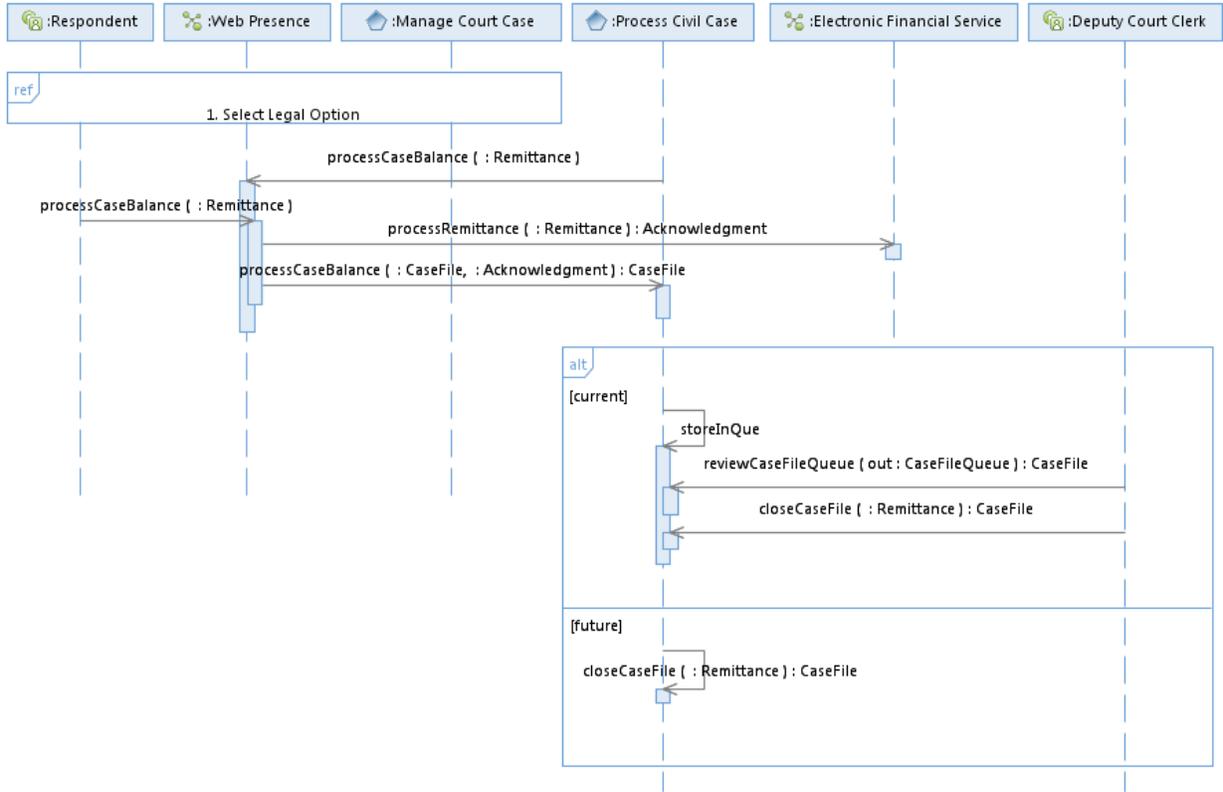


Audio/Visual Functional - Process Civil Parking Case

Make Case Appeal Determination

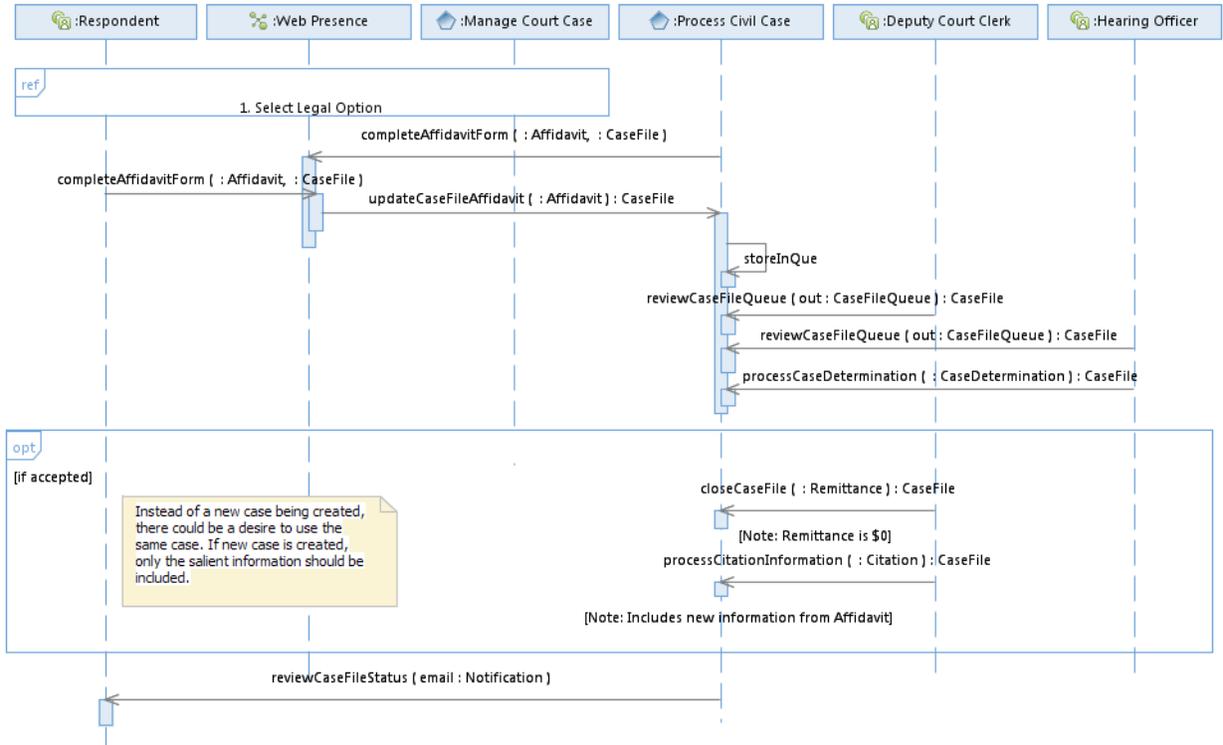


Payment Interface Functional - Process Civil Parking Case
Pay Citation Online

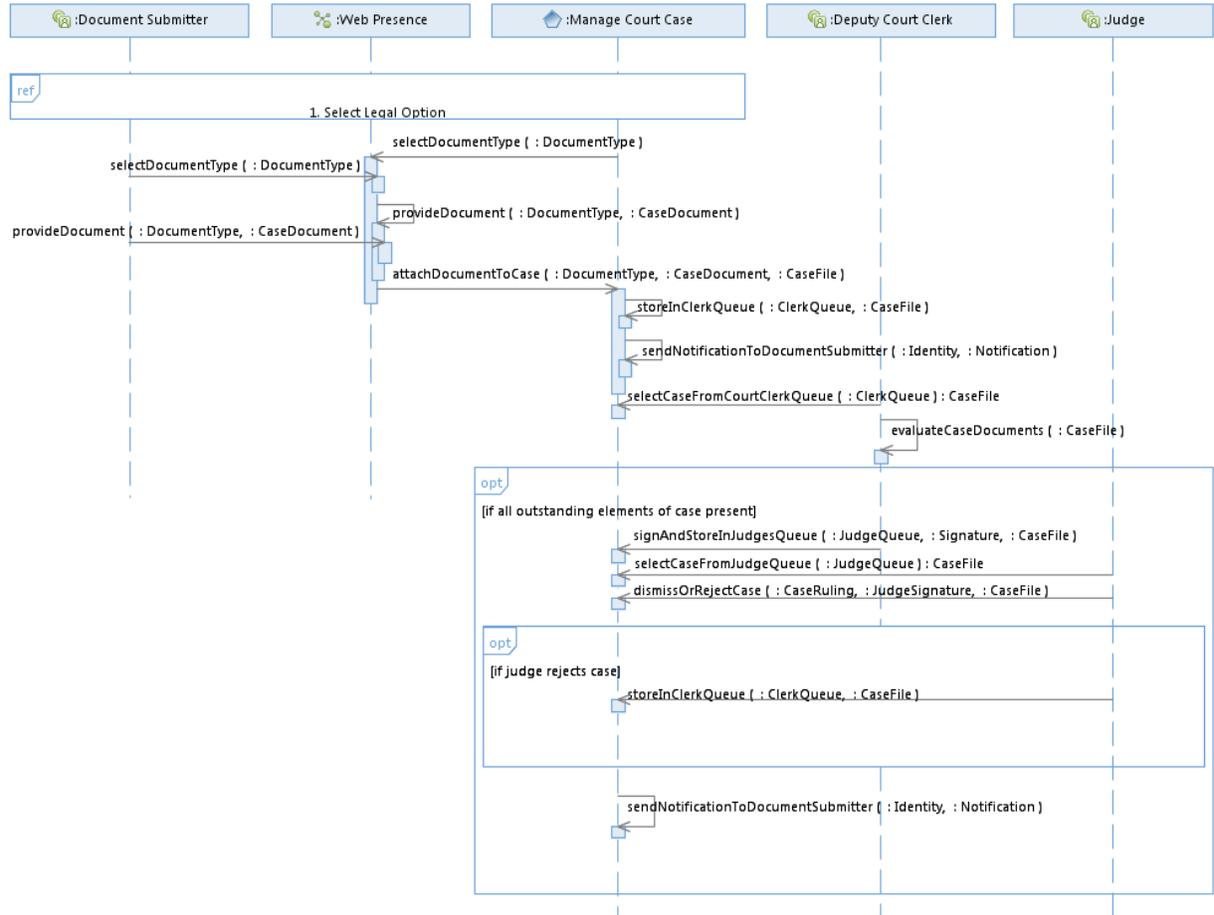


Legal Options Functional - Process Civil Parking Case

Process Affidavit

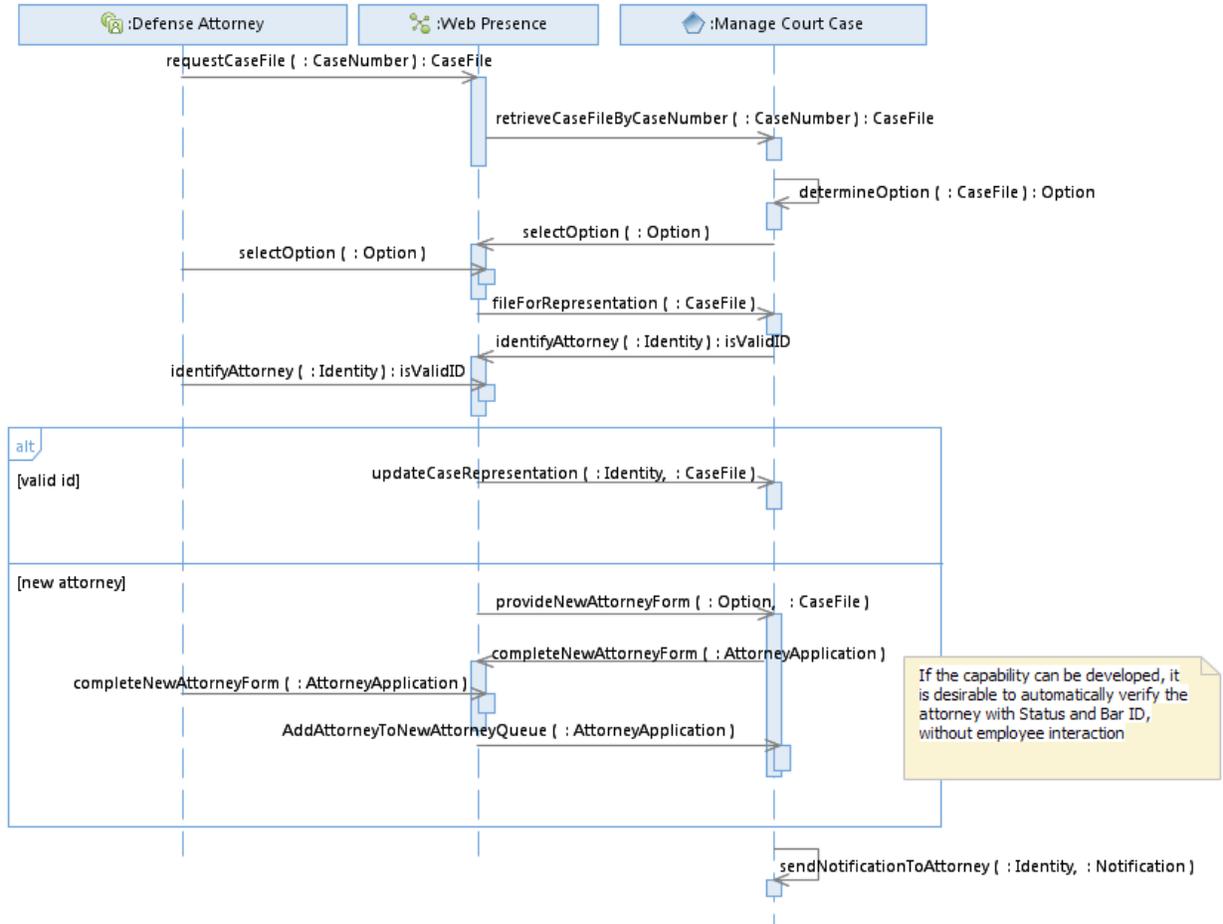


Accept Case File Document



Legal Options Functional

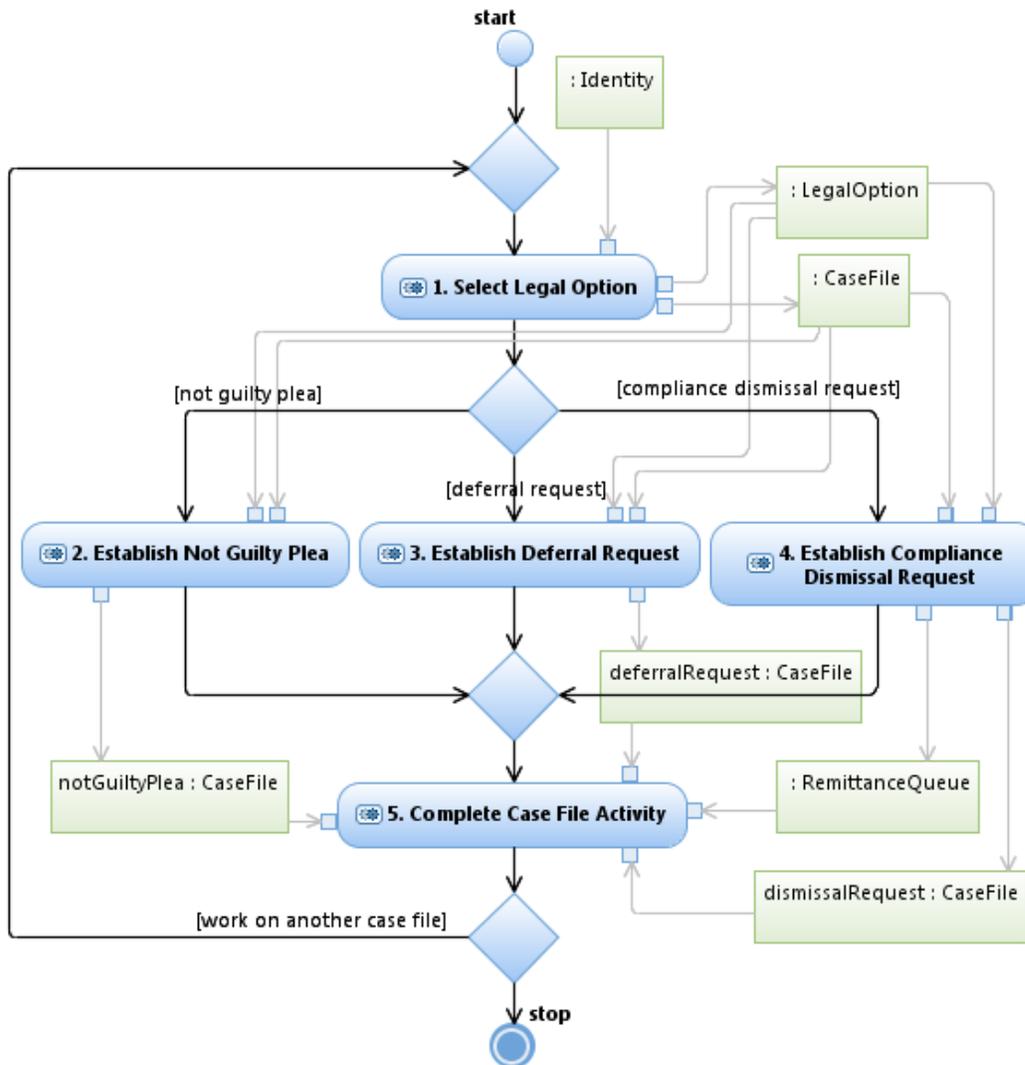
File for Representation

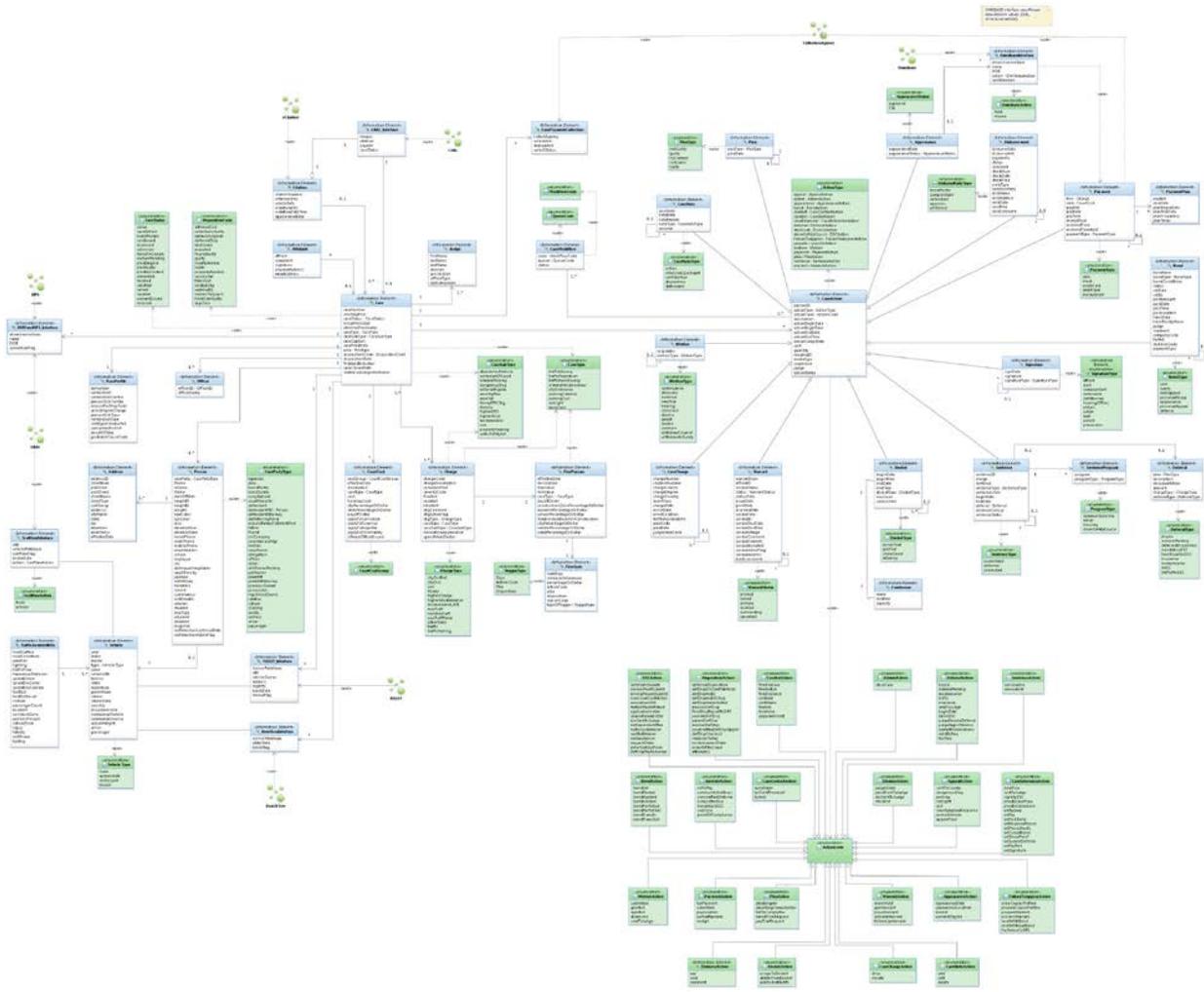


2 Activity Diagram: Establish Case File Legal Option

Includes sequence diagrams for:

- Select Legal Option
- Establish Not Guilty Plea
- Establish Deferral Request
- Establish Compliance Dismissal Request
- Complete Case File Activity





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1. PROPOSAL FORMAT

All proposals should be submitted in the following format.

The original must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original." The original must include the original signature of the person authorized to sign on behalf of the Proposer. **Bound proposal packet shall be printed on both sides of paper (duplexes) utilizing a minimum 30 percent recycled content paper and have consecutively numbered pages.**

Tab 1 - Table of Contents

The Table of Contents shall include the following:

- Index of the proposal contents
- Index of tables and figures
- Index of attachments

Tab 2 - City of Austin Purchasing Documents:

Complete and submit the following documents:

1. Offer and Award Sheet
2. Section 0601-Price Sheet
3. Section 0605- Local Business Presence Identification Form
4. Section 0815 Living Wages Contractor Certification
5. Section 0835 – Non-Resident Bidder Provisions
6. Section 0900 - No Goals Utilization Plan

Tab 3 - Authorized Negotiator - Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Exception Form and Alternate Products: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or propose an alternative. Proposal may demonstrate an alternate approach. This is not intended to be an elimination factor but a measure of proposer ability to meet the City's technical standards.

This matrix shall include any exceptions for all sections of the RFP and Scope of Work. The Proposer must clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 5 - Transmittal Letter

Provide a cover letter with a title page containing the following:

- A. Title of Proposal and Submission Date
- B. Proposer's Name

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- C. Name, title, phone number, e-mail and mailing address of the person who will respond to inquiries regarding the proposal
- D. Address of the Proposer headquarters
- E. Address of the location responsible for the City of Austin's account
- F. Acknowledgment of receipt of Amendments/Addenda to the RFP (if any)
- G. Signature by an individual authorized to bind the proposing entity

Tab 6 – Management Summary

Provide an executive level description of Case Management System (CMS) being proposed, the time schedule, the project team, and the approach to ensuring a successful implementation. The Proposer's response must include a narrative description of how the Proposer's proposed CMS will satisfy the Business Goals and Operational Goals. The Proposer must note where third party entities contribute systems or services to the overall solution and/or significant modifications to an entity's system would be required to satisfy the vision.

Tab 7 – Proposer Profile, Qualifications and Experience:

Provide the following information for the Proposer and for all partners of the Proposer:

- a. Profile of Proposer: Provide a brief history of the Proposer and how it is organized (e.g., prime contractor and subcontractors), including the following information:
 - 1) The official company name and address. Indicate what type of entity it is (e.g., corporation, partnership).
 - 2) The total number of years that the entity has been in business; and, if applicable, number of years under the present business name.
 - 3) The number of years' experience that the entity has providing equivalent or related services to those proposed.
- b. Organization: A description of the entity's operation; facilities; business; objectives; and number of employees (both nationally and working on the proposed product).
- c. Qualifications and Experience: The Proposer must have a proven track record of providing, installing and maintaining such CMS. Provide a narrative of applicable experience the Proposer has had in implementing and installing the proposed solution. Provide information that highlights the Proposer's particular abilities to successfully meet Austin Municipal Court's requirements.
 - 1) Describe any pending and completed litigation, including outcomes that have occurred, relating to the Proposer's proposed solution or other courts or legal system related software product(s), maintenance agreement(s) or installation service(s). Disclose whether the Proposer's organization (or any general partner or joint venture thereof) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed. Include the number of times the Proposer entered into negotiations with a potential customer but failed to complete negotiations, and the number of times the Proposer did not implement a product for which a contract was successfully negotiated. Include the reason for each circumstance.
- d. References: Provide at least three references for projects that are of at least comparable size and complexity or larger/more complex to Austin Municipal Court's proposed project, emphasizing systems that have been similarly configured and have been in operation for at least one year. The Proposer must include, for each reference, the following information:

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- 1) Name of court or organization
- 2) Contact name, title, street address, telephone number, and e-mail address
- 3) Description of services provided and applications installed with version number(s)
- 4) Hardware and database environment
- 5) Implementation date or proposed implementation date
- 6) Number of users accessing the system (if known)

- e. Audited Annual Financial Statements. Provide audited annual financial statements.

The City reserves the right to contact any courts or organizations using the Proposer's systems to gain additional information that might assist in the decision or contracting process.

Financial Information: the City of Austin reserves the right to purchase credit reports and additional financial information as it deems necessary. The Proposer must provide its federal tax number and the Proposer's Dun & Bradstreet number. The City of Austin is requiring the Proposer to obtain a DUNS number.

Tab 8 - Product History and Future Disclosed Plans:

Provide the following information regarding the major components of the proposed solution:

- a. Describe the history of all major components of the proposed solution, including initial release date, current version number, development history (e.g., was it developed as a marketable package or as a solution for a particular organization), and the environments in which it has been implemented.
- b. For each major system component, provide details of the software escrow service used and the company's policy regarding software escrow updates.
- c. For each major system component, provide information as to the future direction of product development. Explain long-term development plans to ensure that the product will remain viable in the market. For purposes of this procurement, temporary (one year or less) and limited (to this proposal) non-disclosure requests will be respected by the Municipal Court.

Tab 9 – Module Architecture and Hardware Configuration:

- a. Describe the technology architecture of your proposed solution. The architecture should be highly configurable (with configurations primarily maintained by trained Court staff), designed to support satisfaction of the business capabilities detailed in Appendices A-B, as applicable, and the non-functional requirements. The City is allowing Proposers great latitude in their selection of technologies; however, the City requires the solution to be a relational database that is cross platform compatible.
- b. The Proposer's architecture description should include diagrams and narratives that show the various components of the proposed solution and how they interrelate. At a minimum, the following areas should be addressed:
 - 1) Applications
 - 2) Operating system(s)
 - 3) Database(s)

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- 4) Interfaces/integration
 - 5) Web services
 - 6) End user devices
 - 7) Servers and other hardware components
 - 8) Network
 - 9) Security
 - 10) Fault tolerance
 - 11) Backup and disaster recovery
- c. Describe the Proposer's approach to the base code of the CMS and its approach to customization, in particular, responding to the following questions:
- 1) Does the Proposer maintain a unique code base customized for each customer?
 - 2) Alternatively, does the Proposer maintain a single code base for all customers, and save configurations and customizations for each customer, which are then reapplied when the code base is modified, to produce the final run-time for each customer? If so, "on average" how much time does it take to apply configurations and customizations for a customer?
 - 3) Whichever approach is taken, do customers have the option to turn 'On' or turn 'Off' features available in the code base?
 - 4) Does the Proposer regression-test the following:
 - a. Major version releases?
 - b. Minor version releases?
 - c. Patch releases?
- d. The City of Austin will acquire the necessary hardware, third party software, and network components that will facilitate implementation of the Proposer's software solution in the most cost effective manner. The City may exercise an option to procure these items from the Proposer, or independently. The Proposer is to describe the hardware, software, and network communications resources required to optimally run the proposed software applications for the size and volume of operations at the Municipal Court. If the Proposer has experience or preference with specific hardware/software/communications combinations, please describe these installations or requirements.
- e. For the Court CMS, describe whether and how the CMS is case-oriented, person-oriented, or both.
- f. For the Court CMS, describe whether and how the Proposer's customers have moved from paper case records to primarily electronic records to include the ability to query and filter data on the front end of the application rather than query data on the back end and produce paper reports.

Tab 10 – Project Management:

Describe the Proposer's project management plans.

a. Project Management Methodology

Describe the proposed project management methodology, including:

- 1) How the Proposer's project team will be organized and managed.
- 2) How the team will communicate and interact with the City of Austin project management.
- 3) How the team will assist Court in change management, modifying current processes
- 4) How risks and issues will be addressed.

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b. Project Plan

Provide a preliminary project plan that shows the recommended implementation schedule for the CMS proposed. In particular, describe a recommended phased approach to implementation, given the CMS being proposed.

Expectations. The successful Proposer will be required to submit a final project plan within 30 days of contract execution, including a Gantt chart. It must be set up to include the complete work breakdown structure, staff responsibilities, project schedule, critical path, key project milestones, task completion percentage, training, testing, planned and actual start dates for each task, and planned and actual completion dates for each task. The final project plan will require the approval of the City.

Tab 11 – Proposer Staffing:

Describe the Proposer’s proposed staffing, as well as any assumptions or needs the Proposer has made regarding capabilities of the project staff.

a. Proposer Staffing

Provide resumes of key personnel who will be committed to this project for its duration, including proposed role in the project, education, areas of expertise, professional certifications, and other projects on which they have worked and their roles in those projects. During contract negotiations, Proposer must submit any changes to the proposal staffing plan for approval by the City. No “key” staff member may be reassigned or otherwise removed from the project without explicit written permission of the project manager appointed by the City.

Expectations. The City must approve, in advance, replacements for key staff members. The Proposer will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project. Penalties will not apply in cases where the key staff member leaves the contractor's employ, becomes unable to perform job duties due to injury or illness, or the City requests that the key staff member be replaced.

Tab 12 - City Staffing

Summarize the Proposer’s assumptions about the background, capabilities, number and type of staff, and the numbers of hours of City staff needed that the City must assign to project tasks, so that the City supports the timeline that the Proposer proposes. The Proposer’s proposal must include recommendations for City staffing in categories, such as project and executive management, functional business analysts, functional end-user training, help desk/support staff, documentation/help writers, programming staff, and network and infrastructure support staff. These recommendations also should describe the tasks in the preliminary project plan where these resources will be needed and the timing of staff availability (according to the project plan).

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Tab 13 – Data Conversion:

Appendix F contains information available concerning data to be converted from legacy systems.

- a. Describe the Proposer's capabilities, methodology, and experience to convert accurately and completely Austin Municipal Court's existing case data from the legacy systems.
- b. Describe the Proposer's software tools for data conversion.

Tab 14 – Quality Assurance to Include Stress and Load Testing:

- a. Describe the Proposer's methodology for testing.

Expectations: The City expects the vendor to perform and differentiate between development, code and software testing and that the product is thoroughly tested before it is passed to the Court.

- b. Describe the Proposer's methodology and software tools used to conduct Stress and Load testing to ensure optimal software performance. Stress and Load testing must be performed with the number of records, transactions and users of the Austin Court's CMS internally and externally via the web portal.

Tab 15 – Production System Roll-out and Training:

- a. Describe the Proposer's approach to system roll-out and training to achieve go-live, including a training plan, the establishment of test environments, training databases, and ongoing support and training of users, both on-site and off-site, after implementation.
- b. Describe the Proposer's web-based training delivery option to include interactive sessions and recorded sessions to be replayed later by the end-users.

Tab 16 – Warranty and Customer Services Practices:

- a. Provide a description of warranties associated with the proposed solution and maintenance services provided. The prime contractor shall be responsible for all warranties.
- b. Describe the Proposer's proposed customer service plan. Services may include the following:
 - Telephone/online/on-site support
 - Remote software diagnostics and updates
 - Update and enhancement policies and frequency, by solution component
 - Input to product enhancements, by solution component
 - Service/support response time (hours) based on severity
 - Via telephone/remote – average and guaranteed
 - On-site support – average and guaranteed

SECTION 601 – Price Proposal:

Proposers may propose both on premise and off-premise implementations. The City will consider the price proposals separately.

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Each Proposer must provide price proposal data for each requirement grouping in the Price Proposal spreadsheet provided. Price proposals not in spreadsheet format will be rejected as noncomplying.

For Each Module Proposed

Initial (One-time) Costs:

a. Initial On-Premise Software Licenses

1. Software License Discount for Multiple Modules - the discount for the module proposed if the Proposer is proposing more than one module
2. Initial Hardware
3. Initial Implementation and Other One-Time Costs
4. Customization
5. Data Conversion and Translation - Minimum of Three Iterations
6. Module Integration - Current Data Exchanges
7. Module Integration - Proposed Data Exchanges
8. Training & Implementation Support
9. Post-Implementation Support after Go-Live
10. Implementation Discount for Multiple Modules - the discount for the module proposed if the Proposer is proposing more than one module

b. Annual (On-going) Costs – Proposers may propose On-Premise Hosting, Off-Premise Hosting, or Both as Alternatives.

The City's preference is a cloud based software as a service solution.

1. Annual On-Premise Software Maintenance (five years)
2. Annual Off-Premise or Subscription Costs (five years)
3. Annual Hardware Maintenance (five years)

c. Other Costs

1. Additional Licenses
2. Other Services and Periodic Costs – Ongoing Training, etc.
3. Project Phases and Payment Milestones

Tab 17 – Response to Requirements Matrices

Proposers shall submit their responses to the **Functional and Non-Functional Requirements** contained in the appendices listed below, in electronic format for each module they are proposing.

- Appendix A: Court CMS Functional Requirements
- Appendix B: Non-Functional Requirements (for each module proposed)

2. ADDITIONAL PROPOSAL TERMS

a. Local Business Presence:

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in

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the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

b. Proposal Acceptance period:

All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

c. Proprietary Information:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

d. Proposal Preparation Costs:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

e. Contract Payment and Retainage

1. The Contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.
2. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products, including year 2000 compliance verification, if applicable. These payments shall be based upon milestones completed as proposed by the Proposer.

3. EVALUATION PROCESS

City Purchasing will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement effort. This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with

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Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms. **The evaluation will be conducted in four phases:**

- Phase 1 – Evaluation of Mandatory Requirements and Initial Screening
- Phase 2 – Evaluation of Technical Proposals
- Phase 3 – Evaluation of Price Proposals
- Phase 4 – Interviews/ Demonstrations and Re-Ranking of Proposals

a. Evaluation Phase 1 – Mandatory Requirements and Initial Screening

The Purpose of this phase is to determine if each proposal is eligible for award of a contract, thus justifying a complete evaluation.

1. Proposals will be evaluated to determine if they are complete and whether they comply with the instructions included in Austin Municipal Court’s RFP document and they contain the required forms as outlined herein.
2. Those proposals determined to be suitable for award will be evaluated by the Evaluation Committee. Failure to comply with the instructions or to submit a complete proposal may deem a proposal not suitable. Austin Municipal Court reserves the right to waive minor irregularities.
3. Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the City. Technical proposals will be evaluated to determine if they comply with this RFP. The City reserves the right to reject any or all proposals.

b. Evaluation Phase 2 – Technical Proposals

1. Evaluation of the Technical Proposal: The City will evaluate the Proposer’s response and the extent to which it meets the requirements delineated in the attachments to this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified. Please note that the criteria are not listed in rank order.

Criteria	General Description
Functionality	This criterion considers the ability of the proposed module to meet the functional needs of the end users.
Technical	This criterion considers the ability of the proposed software solutions to meet the non-functional specifications and interface requirements. This criterion will also consider the level of integration among proposed system modules and their compatibility with the City’s existing IT environment.
Configurability	This criterion considers the degrees to which the solution is flexible and supports, requires, and evolves through the following: <ol style="list-style-type: none"> 1. Configuration changes employable by end users and functional experts. 2. Configuration changes that require City IT technical resources. 3. Configuration changes that require vendor resources. Customizations or programming changes requiring vendor or other system expert resources outside of City.
Data Exchanges/Interfaces	This criterion considers the manner and degree to which the system supports the data exchanges and interfaces with other modules in a conforming format as described within the scope of the RFP.

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Criteria	General Description
Data Conversion	This criterion considers the complexity of converting and importing existing City (and other partner) data into the solution. Proposers will also be evaluated on the past success of their proposed methodology for data conversion and the experience with data conversion as provided through a review of the Proposer's references and in comparison to other Proposers.
Security	This criterion considers the degree to which the proposed solution supports City's information security requirements and policies and conforms with related regulatory requirements and industry best practices. It also considers the technical nature of the methods used by the solution to provide the required information security in light of the technical environment and processes of City.
Project Methodology	This criterion considers the Proposer's understanding of the scope of work, ability to present a viable implementation plan, provide a comprehensive and flexible training plan, clearly identify any potential resources that may be required of the City in particular phases of the project, and outline the ongoing support for go-live and post-implementation of the modules.
Experience	The criterion considers the Proposer's capability in providing the services solicited by this RFP. Proposers will also be evaluated on their reference checks, research of public information, site visits and customer retention.
Reporting Capabilities	This criterion considers the ability of the Proposer to meet the requirements of ad hoc reporting and advanced searches identified for each module, including accessibility of related data within and across modules for reporting.
Cost	This criterion considers the price of services solicited in this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to other Proposers and the functional value their solution brings to City.

Creation of a Short List: The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- a. The point difference between the first and second ranked Proposer is less than five points.
- b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- d. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

c. Evaluation Phase 4 – Price Proposals

1. The City may request additional information or clarification of Proposers based on the previous three evaluation phases. These clarifications may be in the form of written responses or additional onsite interviews as needed.
2. The City may, at its discretion, elect to contact references provided by Vendors. As part of this process, the City may choose to perform site visits to one or more of the site visit reference provided by the Proposers. The information received through interviews/ demonstrations and

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contacting references will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.

3. The City reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to seek a reduction in pricing. If a BAFO is requested, all short-listed proposers or, if the short list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the City. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.
4. Any cost proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the City of Austin. The City of Austin reserves the right to reject any or all proposals.

d. Evaluation Phase 3 – Interviews / Demonstrations and Re-Ranking of Proposals

1. The City, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Proposer Short List, or any other Proposer. Demonstrations will be conducted at City offices. Demonstration scenarios are included in the RFP attachments. Time limitation and demonstration agenda will be provided with the notification.
- e. Following Proposers demonstrations, the Evaluation Committee will conduct a second round of scoring based on the evaluation criteria above and the ability of the Proposer to follow the script of the demonstration scenarios and presentation.

4. EVALUATION FACTORS

a. Evaluation Factors:

1. System Concept and Solutions Proposed (inclusive of Product History and Future Disclosed Plans) (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.) **20 POINTS**
2. Proposer Profile, Qualifications and Experience **15 POINTS**
3. Project Management **15 POINTS**
4. Proposer Staffing **10 POINTS**
5. Warranty and Customer Service Practices **10 POINTS**
6. Total Evaluated Cost (Price Proposal) **20 POINTS**

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7. Local Business Presence – 10 points

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

8. Interview, Optional (25 points)

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- a. The point difference between the first and second ranked Proposer is less than five points.
- b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- d. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.



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The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

2. **0400 SUPPLEMENTAL PURCHASE PROVISIONS**

Accepted as written.

Not accepted as written. See below:

Indicate: Page Number	Section Number	Section Description
Alternate Language:		
Justification:		

NOTE: Copies of this form may be utilized if additional pages are needed.

SECTION 601: PRICE SHEET

The City anticipates purchasing a Software as a Service solution (hosted). Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City’s stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Municipal Court Case Management Solution Project Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software					
Licensing					
Hosting Fees (if Vendor hosted)					
Annual Maintenance and Support					
Other Costs if Required*					
Services Start-up Investment					
Per Year Total					

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services		
Training		
System Integrations		
Other Costs if Required		
Mobile Technology		
Total Cost		

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)				

Describe any complementary solutions that may benefit the City, including functional description and cost. The cost of any complementary items will not be considered as part of the total cost of the proposal.