



**REQUEST FOR PROPOSAL
NUMBER 18-400**

For
MUNICIPAL COURT SOFTWARE SYSTEM
Request for Proposal DUE:
Date October 26, 2018 @ 2:00 PM. EST.

No Pre-Proposal meeting will be held.

**Information concerning this solicitation may be found at:
<http://www.Brookhavenga.gov>**

This website will have RFQ, Q&A and any clarifications, schedule changes and other important information.
Proposers should check these electronic pages daily!

Deadline for questions regarding proposals is October 19, 2018 5:00 pm Est.

Questions shall be directed to City of Brookhaven Purchasing Manager,
Purchasing@brookhavenga.gov

All spaces below are to be filled in and Qualifications Letter on page two must be signed where indicated.
Failure to sign and return proposal letter may cause rejection.

Request for Proposal Submitted by:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____

PROPOSAL LETTER

(To be included in SEALED TECHNICAL PROPOSAL ENVELOPE)

The undersigned firm proposes to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (“RFP”). It is understood and agreed that this proposal, including the price or prices offered herein, shall be valid and apply for a period of one hundred twenty (120) days from proposal opening date.

The undersigned firm further agrees to strictly abide by all the terms and conditions contained in the RFP and City of Brookhaven (“City”) purchasing policies as modified by any attached special terms and conditions of the City, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, shall constitute a valid and binding contract between the undersigned and the City.

It is understood and agreed that authorized representatives of the undersigned firm have read the City’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By written signature of an authorized representative on this proposal, the undersigned firm guarantees and certifies that all items included in this proposal meet or exceed any and all such City specifications. The undersigned further a g r e e s , i f a w a r d e d a contract, to deliver goods and/or services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City, or to make no award.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal (“Offeror”) for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the firm. I further certify that the provisions of the O.C.G.A. § 45-10-20, et. seq., have not been violated and will not be violated in any respect.

Authorized Signature: _____

Print/Type Name: _____

Print/Type Firm/Company Name: _____

Date: _____

SECTION 1 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.1 INTRODUCTION AND PURPOSE

The City of Brookhaven seeks proposals from highly qualified firms to provide a Court Management System for its Municipal Court ("Project"). Syscon is the current court management system used by Brookhaven. The successful Offeror will be responsible for providing all software, data conversion, training and implementation. The Project is more fully described in Section 2 of this RFP.

1.2 General Requirements

The City has established certain requirements with respect to proposals to be submitted by Offerors. Whenever the terms "shall," "must," "will," or "is required" are used in this RFP, the specification being referred to as a mandatory requirement. Failure to meet any mandatory requirement will cause rejection of an Offeror's proposal.

Whenever the terms "can," "may," or "should" are used in this RFP, the specification being referred to is desirable and failure to provide any items so termed may not be cause for rejection; however, it will likely result in a reduction in score awarded.

1.3 Basic Guidelines

Pursuant to the provisions of the City Code of Ordinances, the City has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids. All proposals submitted pursuant to this RFP shall be made in accordance with the City's purchasing policies, these instructions, and the specifications contained in this RFP.

Proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP. The City may award without discussions; however, the City reserves the right to conduct discussions if they are deemed necessary or desirable. If the City awards without discussions, the Offeror may be given the opportunity to clarify certain aspects of its proposal or to resolve minor or clerical errors. The City may conduct discussions with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. All such discussions shall be conducted by the Purchasing Manager named below:

Name: Tyra Little
City of Brookhaven Purchasing
4362 Peachtree Road NE
Brookhaven, Georgia 30319
E-Mail: tyra.little@brookhavenga.gov

Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is/are determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City reserves the right to reject any and all proposals submitted in response to this RFP.

1.4 Schedule of Events

Deadline for Questions*:	October 19, 2018 @ 5:00 p.m. EST.
Proposals Due**:	October 26, 2018 @ 2:00 p.m. EST.

*Submit questions via E-Mail only: tyra.little@brookhavenga.gov.
**Proposals received later than this date and time will NOT be accepted.

1.5 Restrictions on Communications with Staff

The principal point of contact for this procurement is the Purchasing Manager. Until an award is announced regarding this RFP, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this solicitation are not allowed to communicate regarding the solicitation for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Purchasing Manager. This provision shall not, however, impede the Evaluation Committee's authority and ability to communicate with Offerors to clarify aspects of proposals or to enter into discussions with Offerors, as described herein.

The City reserves the right to reject the proposal of any potential or interested contractor or vendor who knowingly participates in violating this restriction on communications. Any City staff or elected official who violates this restriction acknowledges such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the solicitation. All communications concerning this solicitation must be directed in writing via e-mail to the Purchasing Manager at tyra.little@brookhavenga.gov. No questions other than written will be accepted. No response other than written shall be binding upon the City.

SECTION 2 – DESCRIPTION OF PROJECT

2.1 Scope of Services

2.1.1 General Requirements

1. Physical Security: The contractor shall safeguard all City property provided for contractor use. At the close of each work period, facilities, support equipment, and materials shall be secured.
2. Access Control: The vendor can gain access as designated by the Court Administrator.
3. Software license terms. All license and maintenance agreement terms and conditions must comply with O.C.G.A. § 36-60-13. The City is not obligated to fund license renewals and maintenance fees in future fiscal years. The City reserves the right to amend, alter or remove any terms and conditions in any maintenance agreement or license agreement that the City determines to be contrary to applicable laws, regulations and policies. Offeror's failure to accept the City's changes may result in rejection of the Offeror's proposal or cancellation of any contract entered into between Offeror and the City as the result of this solicitation. The sample agreement provided with this RFP supersedes all other documents, forms, terms and conditions

2.1.2. Specific Tasks:

Work shall include, but not be limited to, the following:

1. Provide project management services for the length of the Project.
2. Provide a maximum-security solution for storing data either in-house on City servers or secured hosted solution, depending on which solution is more advantageous to easy operability for Municipal Court. If a hosted solution is offered, it must meet the City's data retention and security requirements.
3. Provide a court management system customized to the needs of Municipal Court, which has the following, but is not limited, to these requirements:
 - a) Provides a graphical user interface with a dashboard.
 - b) Can be used with a touch screen.
 - c) Can be used and accessed with a traditional desktop, laptop, or a tablet, with minimal differences in functionality and user interface.
 - d) Provides user notifications about upcoming events, overdue events, and other notable events.
 - e) Has a flexible solution that offers user defined fields and data elements.
 - f) Allows for differentiated court management of various types of criminal cases, each set to user- defined rules and timeframes that the user can change at any time without provider support.
 - g) Stores documents of all types and allows for paper-on-demand capabilities. This should include case related and system related files. Case related files should be linked to said case for simple retrieval by the user(s).
 - h) Allows for use of an electronic notary and electronic date stamp.

- i) Stores digital audio, video, and photographic files of all formats. This should include case related and system related files. Case related files should be linked to said case for simple retrieval by the user(s).
- j) Provides integrated scanning capabilities so that documents can be scanned and stored with each individual case file in the system. A system utilized a bar code system is preferred.
- k) Allows document creation through integration with Microsoft Word, Excel, Access, Publisher, and/or PowerPoint in both the most recent versions of those programs and legacy versions of those programs or allows for data to be exported in standard formats to Microsoft Word, Excel, Access, Publisher, and/or PowerPoint in a user-friendly way.
- l) Allows for password protected access both internally and externally through a web-portal that does not require a VPN, but that does provide a maximum-security data protection and access.
- m) Differentiates levels of users who are granted access to the system based on defined roles and/or security groups.
- n) Interfaces and exchanges with all the following systems in one-way and two-way exchanges as described below, through middleware using NIEM and JIEM standards:
 - 1. E-ticket data to and from the City of Brookhaven Police Department.
 - 2. E-ticket data to and from the Georgia State Patrol.
 - 3. Case and financial data to and from the private probation company contracted to provide services for Municipal Court.
 - 4. Case disposition data to the Department of Driver Services.
 - 5. Case disposition data to the Georgia Crime Information Center.
 - 6. Case disposition data to the Administrative Office of the Courts.
 - 7. Financial data to City's Finance Department (preferably comma delimited).
 - 8. Case and financial data to and from an online payment system that allows persons cited with violations to pay fines online, as well as to be advised of their rights before entering their pleas and paying fines online.
 - 9. Case and financial data to and from an interactive voice recording system.
 - 10. Bond forfeiture notices to outside bonding agents.
 - 11. Able to transmit warrant information to the Police Department software.
 - 12. Interfaces with our Financial System Tyler Technologies.
 - 13. Allow calendar removal and reschedule with notification.
- o) Allows the end user, within appropriate privileges, to customize and update user privileges, case rules, case timeframes, reports, and all other functions. User should be able to create new reports, change case rules, change user privileges, with the appropriate privileged access, to the system.
- p) Allows for electronic signature of all documents that can be authenticated in some way. Signature pad capability is preferred, but not required.
- q) Provides a web-based, password protected interface for outside users (generally attorneys) to file any and all court documents using either the Court's standard templates.
- r) Provides comprehensive, user-friendly report creation and generation capabilities, so that reports can be made at any time using any database field available by the end-users. All report writing capabilities should be able to be done through an interface that allows the end-user to build the report without support from the vendor whenever and wherever possible.

- s) Provides the ability to email any documents created or scanned from the system.
 - t) Provides the ability to redact information on documents with the system for open records requests made to the court.
 - u) It is preferred to have the ability to automatically update criminal histories upon closing a case.
4. Provide a system that allows for, but is not limited to, the creation of the following specific reports:
- a) Total number of cases disposed, differentiated by type of disposition: guilty pleas, nolo contendere pleas, pre-trial diversion program, bond forfeiture, guilty judgment after a trial, not guilty judgment after a trial, admission, finding of violation, no finding of violation, Conditional Discharge or First Offender discharge, Conditional Discharge or First Offender adjudication.
 - b) Total number of probation sentences issued by the Court during a particular time period.
 - c) Total number of confinement sentences issued by the Court during a particular time period.
 - d) Total number of suspended confinement sentences issued by the Court during a particular time period.
 - e) Cases assigned to a particular court appointed attorney, including case information such as defendant's name, charges, disposition, etc.
 - f) Cases arraigned within certain timeframes, such as 30, 60, or 90 days.
 - g) Total number of cases in which a charge under a certain city or state code section has been made, e.g., all disorderly conduct cases, or all driving under the influence of alcohol cases.
 - h) All events that have occurred on a particular case, searchable by case number, defendant name, and/or other identifying criteria.
 - i) All reports should be able to be run for specified timeframes (e.g., last 30 days, last year, between 01/01/2012 and 12/31/2018).
 - j) Provides easy-to-understand error reporting, messaging, and logs to help identify software problems quickly and efficiently.
 - k) Provides the ability to review all cases in which a particular defendant is charged, and which are currently open and active, as well as all cases involving a particular defendant.
 - l) Schedules cases for arraignment based on defined parameters.
 - m) Allows users to configure their home screens to their specific needs (i.e., modules and cases they review most regularly).
 - n) Provides electronic access for the public to review and print court records from the web or at kiosks within the courthouse based on user-defined security and access parameters.
 - o) Offers the ability to schedule certain reports to be sent via email.
 - p) Provides a detailed audit trail of all user events associated with a case file.
 - q) Provides performance metrics reports based on the trial performance measures designed by the National Center for State Courts.

5. Provide data conversion services from Syscon system to the new system prior to implementation of the new system, as well as provide guarantees that data is accurately converted from the Syscon to the new system.

6. Provide access to other City departments as required. There are thirteen (13) users in the Municipal Court clerk's office. There are multiple persons that require only viewing access in the City Finance Department, and City Police Department.

7. A listing of requirements is attached in the RFP for completion. Please answer Yes or No and add comments if relevant.

2.2 Project Oversight and Staffing

Project oversight and direction will be provided by Brookhaven Court Services.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 Information to be Included in Proposal

Proposals shall contain sufficient information to provide the City with a thorough description of the Offeror's qualifications to accomplish the activities described in the Scope of Services. If the Offeror does not possess the in-house capabilities to perform a particular component of the Project, the proposal should demonstrate the Offeror's ability to prepare and administer a subcontract or to work jointly with another firm having the requisite expertise to accomplish that component of the Project. Any work performed under a subcontract, joint venture, partnership or other joint undertaking with another firm must comply with the State of Georgia's Procurement Code procedures and must receive the City's prior written approval.

Proposals shall be submitted in two (2) parts. All Offerors responding to this RFP shall submit a non-price proposal ("Technical Proposal") and a cost proposal ("Cost Proposal"), packaged in two (2) separately sealed and clearly marked envelopes as outlined below.

- A. Envelope #1 - Technical Proposal. The Technical Proposal shall meet the requirements set forth in the section of this RFP entitled "Technical Proposal Contents."
- B. Envelope #2 - Cost Proposal. The Cost Proposal shall meet the requirements set forth in the section of this RFP entitled "Cost Proposal Contents." The Cost Proposal shall include all costs (separate provisions for travel and/or per diem will not be accepted).

A proposal submitted for consideration must bear the endorsement of the Offeror by signature of an authorized principal of the firm/company submitting the proposal.

3.2 Technical Proposal Contents

The Technical Proposal must include detailed information relative to how the Offeror proposes to accomplish the tasks described in this RFP and must outline their qualifications and relevant experience for undertaking this Project. This information will be evaluated by the Evaluation Committee against requirements stated in the RFP. The Technical Proposal MUST not include any cost figures. The Proposal Letter, included as page 3 of this RFP, must be included in this part and must be signed by a person authorized to legally bind the company. FAILURE TO INCLUDE THIS SIGNED PROPOSAL

LETTER MAY RESULT IN THE REJECTION OF A PROPOSAL. In addition, the Corporate Certificate in the form attached hereto as FORM VI must be executed and included with the Technical Proposal.

At a minimum, Technical Proposals shall include, in this order:

- A. Contact information of the Offeror, including name, title, address, telephone number, fax and e-mail;
- B. Date of submission of proposal;
- C. A brief resume of the Offeror, including:
 - 1. General background of the nature of the Offeror's business;
 - 2. Offeror information related to size and fiscal stability of the Offeror;
 - 3. Supporting information demonstrating the ability of the Offeror to execute a contract with the City;
 - 4. Name and qualifications of key personnel to be assigned to the Project, including qualifications related to the Scope of Services included in this RFP;
 - 5. A list of three (3) to five (5) reference projects within the past three (3) to five (5) years. Projects shall be similar in scope to the Project described in this RFP. Using the form attached to this RFP as Form I, provide for each reference the following: the name of the entity for whom the work was done; a contact person's name, e-mail, and telephone number; description of the project, including project name, project location, scope of services, and period of performance.
- D. Signature of official authorized to obligate the Offeror to the terms and conditions of this RFP and any contract with the City.

3.2 Cost Proposal Contents

The Offeror shall determine fee structure and amounts necessary to accomplish all of the services required by this RFP. Any questions necessary to confirm requested services or fees should be submitted to the Purchasing Manager identified in Section 1 and resolved prior to submittal of Offeror's proposal. The Cost Proposal shall include all costs (separate provisions for travel and/or per diem will not be accepted), on the form attached hereto as FORM VII. The City reserves the right to negotiate this cost with the selected Offeror. The Cost Proposal shall also include an executed Proposal Price Certification, the form of which is attached hereto as FORM VIII.

3.3 Proposal Submission

3.3.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy

bindings, colored displays, and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

3.3.2 Form of Submittal

The proposal package shall be in a **sealed opaque envelope** containing the Technical Proposal and the Cost Proposal referenced in Section 3.1 hereof. The sealed opaque envelope shall be identified as follows:

RFP # 15-024 - Case Management System for City of Brookhaven Municipal Court
Proposal due date and time: October 26, 2018 @ 2:00 p.m. EST.
Offeror's Name

Proposals received at a date and time later than the due date or at a location other than the Purchasing Office will not be accepted.

3.3.3 Technical Proposal Submittal

One original unbound (1) copy of the Technical Proposal must be received at the address indicated above in order to receive full consideration (one (1) original, and one (1) digital copy in PDF format on either a CD or USB drive). The submittal should not exceed twenty (20) pages, single sided only. The required standard forms and certifications attached for signature and any pertinent prequalification forms (if required) do not count toward this total nor do section dividers.

3.3.4 Cost Proposal Submittal

One (1) copy of the Cost Proposal (See FORM VII) must be received at the address indicated above in order to receive full consideration (one (1) original, plus one (1) digital copy in PDF format on either a CD or USB drive). Cost Proposals shall be submitted in a separate sealed envelope.

Proposals failing to comply with the instructions contained in this RFP may be subject to ranking reductions. The City may also choose not to evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow the format required by this RFP, are difficult to understand, are difficult to read, or are missing any requested information.

3.3.5 Late Submissions, Withdrawals, and Corrections

A. Late Submissions

Regardless of cause, late submissions will not be accepted and will automatically be disqualified from further consideration. It shall be Offeror's sole risk to assure delivery to the designated

office by the designated time. Late proposals will not be opened and may be returned to Offeror at the expense of Offeror or destroyed if requested.

B. Proposal Withdrawal

An Offeror requesting to withdraw its proposal prior to the proposal due date and time may submit a letter to the Purchasing Manager requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Offeror must present clear and convincing evidence that an unintentional error was made. Generally, proposal withdrawal after proposal due date/time for reasons other than obvious clerical errors is not permitted.

C. Proposal Correction

If an error is discovered prior to the opening of a proposal, Offeror may submit a corrected proposal. The corrected proposal should be clearly marked that it supersedes the proposal originally submitted. If an obvious clerical error is discovered after the proposal has been opened, Offeror may submit a letter to the Purchasing Manager within two (2) business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Offeror must present clear and convincing evidence that an unintentional error was made. The Purchasing Manager will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

SECTION 4 – PROPOSAL OPENING AND EVALUATION PROCESS

4.1 Opening of Proposals and Public Information

During the opening of sealed proposals, only the name of each Offeror shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after contract award by City Council. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the City Council award with the following four (4) exceptions; (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City; (3) any company financial information requested by the City to determine vendor responsibility, unless prior written consent has been given by Offeror; and (4) other constitutional protections.

4.2 Evaluation Criteria and Process

4.2.1 Best Value Evaluation

The City shall evaluate proposals for this solicitation and select the proposal that represents the best value for the City. By submission of its proposal, Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications and technical requirements. Failure to meet a requirement may result in a proposal being determined technically unacceptable.

4.2.2 Administrative Review

All proposals received will be reviewed by the Purchasing Office, a division of the City's Finance Department, to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal shall be reviewed to ensure that the Offeror has followed all guidelines for Proposal submittal, including but not limited to: submission of a separately packaged Technical Proposal and Cost Proposal; only technical information is included in the Technical Proposal; only cost information is included in the Cost Proposal; and all documents requiring a signature have been signed and included. Failure to meet these requirements may be cause for rejection of a proposal. All Technical Proposals that meet the administrative requirements will then be turned over to the Evaluation Committee for further consideration.

4.2.3 Evaluation and Ranking

A. General

The Evaluation Committee, assisted by Purchasing Department will evaluate proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion or a "best and final offer" in order to determine the highest-ranking Offeror. In ranking proposals, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified proposals in terms of differing quality, contractual factors, and references. These rankings will be used to determine the most advantageous proposal.

B. Technical Proposal Evaluation

The proposals will be scored and ranked based upon demonstrated knowledge and understanding of the five evaluation criteria noted in the following table. The score of the proposal may total a maximum of 100 points.

Criterion	Description	Maximum Score (Points)
1	FIRM EXPERIENCE in providing services to public sector organizations.	
2	QUALIFICATIONS of staff assigned to the contracts.	
3	UNDERSTANDING OF THE REQUIREMENTS.	
4	REFERENCES including applicable past work.	
5	CONTRACTOR FURNISHED TECHNOLOGY including adequacy, relevancy, and innovation for performance of the requirements of the contract.	
6	CONTRACT PRICE Completed Schedule of Services/Prices/Proposal Sheet submitted as a separate Paper document for evaluation. The total number of users would be 13 persons with other multiple views such as police department, finance department, and judges.	
7	TRAINING	
8	ESTABLISHED CUSTOMER SERVICE, including responsiveness, professionalism, follow-up, and interest in exploring innovation.	
Total Points Available		

As part of the Technical Proposal evaluation, the City may contact some or all of the references listed by the Offeror in its Technical Proposal on the form attached as FORM I. The City may also obtain data independently from other governmental and commercial sources, at its sole discretion. The purpose of this evaluation is to allow the City to assess the Offeror's ability to perform the effort described in this RFP based on the Offeror's demonstrated past performance.

C. Cost Proposal Evaluation

Cost Proposals will be evaluated separately from Technical Proposals. The City reserves the right to negotiate with one (1) or more Offerors should the City deem it is in its best interest to negotiate. To facilitate negotiations, the City reserves the right to revise and/or alter the Project scope. The City reserves the right to suspend negotiations with one (1) Offeror and to enter into negotiations with another Offeror.

Submission of a proposal indicates the Offeror's acceptance of the described evaluation methodology and the Offeror's recognition that some subjective judgments must be made by the City.

4.2.4 Clarification/Communication with Offerors

Offerors are cautioned to submit sufficient information in the format specified in this RFP. Offerors may be asked to clarify or revise certain aspects of their proposals in writing and/or invitations for further discussion. The City, however, is under no obligation to initiate or conduct discussions with Offerors. If the City does initiate discussions, Offerors may also be required to make an oral presentation and/or demonstration to clarify their proposals or to further define their offers. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of their proposals. Oral presentations and demonstrations, if requested, shall be at Offeror's expense. Communications conducted to resolve minor or clerical errors will not constitute discussions and the City reserves the right to award a contract without the opportunity for discussions or proposal revision.

4.2.5 Methods of Selection

The City will use, depending on the specific circumstances of the proposals received, one (1) of the following methods to select the best value proposal: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all Offerors in the competitive range, afford each Offeror within the competitive range an opportunity to revise its proposal, and then make selection. Therefore, the Offeror's initial Proposal should contain the Offeror's best terms.

4.2.6 Best and Final Offer

"Best and final offer" is an option available to the City under the RFP process, which permits the City to request a "best and final offer" from one (1) or more Offerors if additional information is required to make a final decision. Offerors may be contacted to request that they submit their "best and final offer," which must include any and all discussed revisions.

4.2.7 Recommendation for Award

Upon completion of discussions, the Evaluation Committee will provide a written recommendation for contract award, if any, to the City Manager that contains the related supporting documentation for its decision. Contract award, if any, will be made to the selected Offeror who submits a proposal that represents the best value to the City and meets all requirements of the RFP.

SECTION 5 – TERMS AND CONDITIONS

5.1 General

Offerors should notify the City of any terms and conditions of this RFP that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with Offeror's proposal. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the Purchasing Manager. The City reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-ranking Offeror at the time of contract discussions.

5.2 Contract

In general the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror **must** address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFP. If a firm is unwilling to execute the Sample Agreement, whether modified by addendum or not, a proposal should not be submitted.

The City may deem any proposal containing contract changes or exceptions non-responsive and reject the proposal.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror's proposal, including any amendments, a "best and final offer", and any clarification question responses, when executed, becomes part of the final agreement between the parties. The City does not intend to accept alternate terms and conditions to the sample agreement. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered.

If any provisions, terms and conditions in the Offeror's proposal, or any other forms or documents provided by the Offeror, contradict the sample agreement, the sample agreement terms shall prevail.

Prior to award, the apparent selected Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the proposal may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal written contract by the City and Offeror. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror's risk and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award.

The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.

5.3 Subcontractors

The highest-ranking Offeror shall be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. **All subcontractors, if any, must be listed in the proposal.** The City reserves the right to approve all subcontractors. The selected Offeror shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the selected Offeror. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City.

5.4 Payment for Services

The contract with the successful Offeror will contain provisions for compensation and payment for services.

5.5 Conflict of Interest

If an Offeror has any existing client relationship(s) involving the City that would prevent its being objective, the Offeror must disclose such relationship(s) in its proposal.

5.6 Confidentiality Requirements

Team members who are assigned by the selected Offeror to this Project may be required to sign a non-disclosure agreement protecting the confidentiality of certain information related to the procurement.

The Offeror shall mark and state with specificity those elements of its proposal that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information as specified in the following paragraph may result in all information received being deemed non-confidential, non-proprietary, and in the public domain. Neither a proposal in its entirety, nor proposed prices shall be considered confidential and proprietary.

Notwithstanding the foregoing, the Offeror is hereby notified that any and all materials submitted in response to this RFP are subject to the provisions of Georgia's Open Records Act (O.C.G.A. § 50- 18-70, et seq.) ("Open Records Act"). The City's receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by the City of any obligation or duty to prevent the disclosure of any such information except as required by the Open Records Act. Offerors who submit information they believe should be exempt from disclosure under the Open Records Act shall clearly mark each document as confidential, proprietary or exempt, and state the legal basis for the exemption with supporting citations to the Official Code of Georgia. Pursuant to Georgia law, if the information is requested under the Open Records Act, the City shall make a final determination if any exemption actually exists for the City to deny the request and prevent disclosure. The City will withhold such information from public disclosure under the Open Records Act only if it determines, in its sole discretion, that there is a legal basis to do so.

5.7 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the Offeror certifying to the City that a drug-free workplace will be provided for the Offeror's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. § 50-24-1, et seq.). The form of certification required is attached as Form II.

5.8 SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the City must obtain a SAVE Affidavit and a secure and verifiable document evidencing the legal status of each entity and/or individual with which the City provides a public benefit, to include a contract with the City. The selected Offeror shall verify that it has, prior to executing the contract, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), and submitted such affidavit to the City in person, electronically, or by mail, in the FORM IV. Further, the selected Offeror shall verify that it has, prior to executing the contract, submitted a secure and verifiable document, evidencing the selected Offeror's legal status, to the City either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The selected Offeror verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

5.9 E-Verify

The selected Offeror shall verify its compliance with O.C.G.A. § 13-10-91, as amended, by executing an affidavit in FORM III, stating affirmatively that it is submitting a contract to the City, a political subdivision of the State of Georgia, and that it has registered with and is participating in a federal

work authorization program (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P. L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.)

5.10 Insurance

Within ten (10) days of notice of award, and at all times that an agreement is in force, the selected company/firm shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

- A. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
- B. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
- C. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
- D. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
- E. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- F. Professional (Errors and Omissions) Insurance for Professional Services with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors and Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the

professional services to be provided under the agreement. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the selected company/firm. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The selected company/firm shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the selected company/firm receives notice of non-renewal or material adverse change of any of the required coverages, the selected company/firm shall promptly advise the City in writing. Failure of the selected company/firm to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the selected company/firm should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- B. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- C. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under the agreement by the selected company/firm to the City.

The obligations for the selected company/firm to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the selected company/firm whether or not same is covered by insurance.

Certificate Holder should read: The City of Brookhaven, 4362 Peachtree Road NE Brookhaven, Georgia 30319.

5.11 Miscellaneous

5.11.1 Compliance with Laws

All applicable Federal and State of Georgia laws, City of Brookhaven and DeKalb County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

5.11.2 Licenses

Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

5.11.3 Disqualification

No response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

5.11.4 Financial Resources

The City reserves the right to request from Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

5.11.5 Proposal Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of proposals as requested by the City are entirely the responsibility of Offerors. The City is not liable for any expense incurred by an Offeror in the preparation and presentation of its proposal.

5.11.6 City Property

All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the Offeror resulting from this RFP process.

5.11.7 City's Reservation of Rights

While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- A. modify, cancel or terminate this RFP at any time. Notice of such an event will be issued on the City's website at www.brookhavenga.gov the City is not responsible and will not reimburse for proposal preparation costs in any event, including the cancellation of the RFP. Proposals may be returned upon request if unopened;
- B. reject any or all proposals received in response to this RFP, make a contract award based directly on the proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
- C. waive and/or amend technicalities and informalities in proposals, in its sole discretion;
- D. waive any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
- E. not award if it is in the best interest of the City;
- F. make multiple awards if it is in the best interest of the City; and
- G. terminate any contract if the City determines adequate funds are not available.

TABLE OF FORMS

- I. REQUEST FOR REFERENCES**
- II. CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE**
- III. CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)**
- IV. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**
- V. CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**
- VI. CORPORATE CERTIFICATE**
- VII. COST PROPOSAL FORM**
- VIII. PROPOSAL PRICE CERTIFICATION**

FORM I

REQUEST FOR REFERENCES (Offeror to complete and return with Technical Proposal)

All references must be from customers for whom your company has provided **similar services within the past five (5) years.**

References for: _____
Offeror (Firm/Company) Name

1. Reference Company _____
City, State, Zip _____
Contact Person Name _____
E-mail address _____
Describe specific job performed and date: _____

2. Reference Company _____
City, State, Zip _____
Contact Person Name _____
E-mail address _____
Describe specific job performed and date: _____

3. Reference Company _____
City, State, Zip _____
Contact Person Name _____
E-mail address _____
Describe specific job performed and date: _____

4. Reference Company _____
City, State, Zip _____
Contact Person Name _____
E-mail address _____
Describe specific job performed and date: _____

5. Reference Company _____
City, State, Zip _____
Contact Person Name _____
E-mail address _____
Describe specific job performed and date: _____

FORM II

**CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE
(Offeror to complete, sign and return with Technical Proposal)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____

Signature: __ Title:

FORM III

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
(Offeror to complete, sign and return with Technical Proposal)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Brookhaven has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

FORM IV

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
(Offeror to complete, sign and return with Technical Proposal)**

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Brookhaven license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM V

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
(Offeror to complete, sign and return with Technical Proposal)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008];
or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

FORM VI

CORPORATE CERTIFICATE

(Offeror to complete, sign and return with Technical Proposal)

I, _____, certify that I am the Secretary of the Corporation named as Offeror in the foregoing proposal; that _____, who signed said proposal on behalf of the Corporation was then _____ (title) of said Corporation; that said proposal was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 201_.

Signature

(Seal)

FORM VII

COST PROPOSAL FORM

(To be completed and included in a separate sealed envelope labeled “Cost Proposal”)

Item Description	Fee
SOFTWARE PURCHASE	
IMPLEMENTATION FEES	
DATA CONVERSION FEES	
TRAINING FEES	
LICENSING / MAINTENANCE FEES (RECURRING)	

FORM VIII

PROPOSAL PRICE CERTIFICATION

(To be included in the separate sealed "Cost Proposal" envelope)

The undersigned offers and agrees that if this proposal is accepted by City Council within one hundred twenty (120) days of the date of proposal opening, the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINT/TYPE NAME: _____

General System Capabilities

Requirement	Response	Comments
The system automates the creation, filing, logging, and updating of Municipal Court records.		
Vendor is in full compliance with all laws, rules, and regulations of the State.		
Handles and tracks state and municipal class "C" offenses.		
The system allows comments to be added to a defendant's record with unlimited text.		
Any document can be attached to a case and accessed directly.		
A history of violators can be maintained for at least 7 years, showing all violations and dispositions. The system can move data (which is older than the cut-off date) to secondary storage, but reserves it for online research for up to 15 years.		
The system provides a report writer and query tools for user-defined reporting/query. The system provides Microsoft Word integration with spell-check for document creation and maintenance.		
The system maintains the court calendar, ensuring that activities are not scheduled on holidays, user-defined or otherwise. Court dates will not be conflicting with other scheduled cases.		
Various types of adjudications are handled including, but not limited to, deferred adjudication, suspended sentences, and time payments.		
Records are retrieved by citation number, defendant name, complainant name, defendant's driver's license, vehicle license, and any other user-defined key. Only one user may edit a record while others will have the ability to view it.		
Inquiries by name are automatically searched using "sound-alike", exact match, and partial match techniques.		
Municipal Court violation codes handle standard state violation codes using alphanumeric capabilities.		
User-defined tables and maintenance of system tables and rules do not require programmer intervention or recompiling of programs.		
Limits access of operation depending on user security level, including - inquiry only capability.		
Provides a process to guide operators through required screens.		

System provides edits to block entry of activity or warn operators of invalid input.		
Ability to navigate from one module to another outside of menus.		
Ability to provide online non-technical, complete, and easy-to-read user documentation.		
Ability to print any screen on demand.		
Ability to track (active and inactive) appeals.		
Provides for the acceptance of payment by credit cards, debit card, or check.		
Ability to download cash escrow or overpayment information to Finance Department resulting in a check being printed for refunds. Amount refunded may be less than amount paid; provides capabilities to distribute to various funds.		
Conversion program can be established from file layouts or source codes.		
Ability to merge data from application database with Microsoft Word.		
Ability to generate printed materials in Spanish if language is so indicated at time of citation disposition.		
Ability to track ticket accounting, statistical, and officer status reports.		
Ability to note disability, although preferable to select type of disability.		
Ability to perform unattended daily backup procedures.		
Aliases are cross-referenced to the violator's name field.		
Aliases are a searchable field.		
The system provides fields for new addresses, retaining the old addresses in a history file.		
The system offers miscellaneous user-defined fields.		
The system allows the violation description to be displayed, based on the violation code.		
The system allow an email address to be entered for any type of person record.		

<p>The system allows for the following general types of violations:</p> <ul style="list-style-type: none"> Non-parking Traffic Parking State Law City Ordinance <p>Citation screen contains a field for each violation type.</p>		
<p>The system tracks the complainant name when the complainant is someone other than an officer/badge number.</p>		
<p>The system updates within 60 days of any legislative change.</p>		
<p>The system maintains and administers participant information, including but not limited to: participant name, participant type, attorney name, judge, prosecutor, police officer, interpreter, bondsman, etc.</p>		
<p>The system archives data after seven years for an unlimited time frame.</p>		

Dockets/Court Dates		
Requirement	Response	Comments
<p>Each court setting and pre-court setting is automatically recorded in the defendant's record. There are no limits to the number of resets available, each individually recorded.</p>		
<p>Upon the setting of a trial, an automated letter is sent to appropriate parties including, but not limited to: defendant, complainant, witnesses, attorney, etc.</p>		
<p>The system can print letters and notices including, but not limited to:</p> <ul style="list-style-type: none"> Subpoena for witnesses Notices of court dates Reset court dates 		
<p>Ability to recognize multiple courts and maintain dockets and applicable records separately.</p>		
<p>The system allows for a violation to be placed on the dockets for a particular court date.</p>		
<p>The court date is a searchable, required field.</p>		
<p>The court date is provided on, but not limited to, the following reports:</p> <ul style="list-style-type: none"> The docket The officer's list for court The prosecutor's list for court The docket list for court 		
<p>Court date resets modify the following reports each time there is change in:</p> <ul style="list-style-type: none"> The officer's list for court The prosecutor's list for court The docket list for court 		

Ability to print dockets upon request by entry of a date and time.		
Ability to modify the format of docket listings without a programmer's involvement.		
Provides the ability to track and limit the cases set on a particular docket, to track particular officer's cases, and to print dockets and reports upon demand.		
System recognizes cutoff dates for assigning cases to certain dockets.		
Docket transaction codes can be established for each type of docket.		
Docket schedule files can be maintained without a programmer's involvement.		
System maintains calendar information including, but not limited to, the following: Event type/description, event outcome, add/edit cancellation reason allowable for each event, specific location, etc.		
System prints a summary docket sheet after cases are closed to include: all court dates, defendant information, final disposition, etc.		

Docket Performance Requirements

Requirement	Response	Comments
Automatically blocks the setting of additional cases once the limit has been reached, the cutoff date has passed, or other cases are set at the same time.		
Provides for changing the maximum number of cases allowed on each docket through utilization of a user-defined field.		
Has the ability to recognize a cutoff date for every docket.		
Blocks an officer from being scheduled on an off-duty day.		
Ability to override all of the blocks in the event of exceptions.		
If a defendant pays, or takes some action that overrides a scheduled court date, the computer will keep a history record of that court date and will make that court date slot available again to be used by another defendant, if the date is canceled before the cut-off date for that session.		
The system allows for the docket to be printed after final disposition.		
Any action date, other than miscellaneous (entered after a court date has been set and before the court date has arrived), will override a court date and will automatically update the file in accordance with the action taken while retaining history of previous date.		

For the purpose of setting a court date, the computer recognizes holidays or canceled court dates.		
Has a "conversion program" to recognize court date set prior to implementation of the docket program software.		
The printed dockets contain citation information including, but not limited to: Name of court (Municipal Court) Name of judge presiding Name of docket clerk Name of prosecutor Court date Court time Date docket printed Name of defendant Ticket number/violation code Type of bond (cash, surety, and property) Officer name Speed (if applicable on speeding violations) Total amount due Juvenile status Space for fine amounts		
Ability to access (by last name or badge number) the officer's schedule list on the screen, or print on demand, in alpha order.		
Has a maintenance screen for input of the officer's name and badge number.		
Ability to enter an officer's name or badge number and receive a printout of one particular docket or all future dockets on which the officer has cases.		
Ability to enter an officer's name or badge number and have "unavailability dates" appear on the screen.		
Ability to enter an officer's "unavailable dates" in computer to block cases from being set on dockets during time when the officer will be absent.		

Fines/Court Cost/Fees		
Requirement	Response	Comments
Calculates fine amount and various state and local court costs. Fine amount calculation is limited to the maximum fine authorized by state law.		
Ability to automatically charge "standard" and "tiered" fines (fines predetermined by the judge in the event defendant wants to pay by mail or in person at the service window without going to court).		
Ability to prorate court costs for partial payments.		
Ability to allow the user to define and modify standard fees and fines by violation code.		

The system violation code and/or financial code table supports: Violation code Violation description Relevant fines Warrants fees Late fees Court costs		
The system allows fines and fees to be distributed to the appropriate agencies or accounts with priorities set by court.		
The system provides a table-driven method of storing and updating fines and fees. Administrator can add, edit, and delete information from the fines list as appropriate.		
The system handles an unlimited amount of different fees, amounts, and/or rates.		
The system shows the effective date of changes to the fines and fees schedules but does not affect prior history.		
The system allows for fines to be calculated based on the values within the violation code table.		
The system automatically computes the fines for speeding and overweight violations, utilizing internal formulas for calculations.		
The system allows authorized personnel to manually enter fine information prior to a warrant being issued.		
The system provides a list of violations and the minimum amount to be collected for each violation found.		
The system provides a list of violations that print the total amount collected for each fund for each violation, and the present fine for the violation.		
Total cost - total for each violation of all the assessments made against that violation.		
Present fine - the amount of the fine assessment for each violation.		
The system provides a report for daily balancing.		
The system provides a form to reconcile monies collected and deposited.		
The system tracks monies collected for the various funds and other categories.		
The system allows for late fees to parking citations.		

Citation Entry		
Requirement	Response	Comments
The system allows for data entry of citation information with "default" data values automatically provided using cross-referenced files or tables.		

<p>The system allows a numeric control for citations. The citation number is a unique control number for the system. Entry of the citation is blocked if the citation number already exists in the database.</p>		
<p>The system provides a screen process to guide operator through required screens. During the data entry process, one screen presents a subsequent screen if additional information is required.</p>		
<p>Ability to maintain one full current name for a person with unlimited alternate names.</p>		
<p>Ability to maintain one current address with multiple addresses for a person including, but not limited to, home and business.</p>		
<p>Ability to change address for defendant, as necessary, and to recall an audit trail for address changes made, and by whom.</p>		
<p>Ability to enter/capture personal information including but not limited to:</p> <ul style="list-style-type: none"> Date of birth Age (calculated automatically) Juvenile status Height Weight Hair Eyes Race Sex 		
<p>Ability to capture driver's license data including but not limited to:</p> <ul style="list-style-type: none"> Number State Type Status Expiration date 		
<p>Ability to maintain extensive vehicle data including but not limited to:</p> <ul style="list-style-type: none"> Make Model Color License plate number State issued Expiration date 		
<p>Provides for the automatic generation of a complaint, based upon the violation code number, following citation entry.</p>		
<p>Provides for the automatic generation of a file folder label following citation entry. Label to include but not limited to:</p> <ul style="list-style-type: none"> Name Citation number Violation Violation code number Juvenile status 		
<p>Has the capability to handle different officer/citation numbers and different departments as determined by users. Current departments include, but are not limited to: Police, Fire, City Marshal, and Code Enforcement Officers.</p>		

If a new address is received (for refunds, notices sent, etc.), the original address is retained. Can add new addresses.		
The format of the citation number is user-definable.		
Conditions are captured (lighting, weather, traffic etc.).		
Sex is indicated by a single code (M/F) to designate male/female.		
Race is indicated by a one-letter code required by state or federal law.		
The system arranges addresses so that the addresses print logically on letters and warrants.		
Detailed violator address information includes the following: <ul style="list-style-type: none"> Street address City State Zip code Occupation Place of business Business address 		
For driver license numbers, the system allows the operator to: <ul style="list-style-type: none"> Provide the license number Search by license number 		
The system allows for the entry of last four (4) digits of the vehicle model year.		
The system allows for a four (4)-character abbreviation or code for the make of the vehicle. The system maintains a table of makes and abbreviations.		
The system provides a two (2)-character code to explain the general model types of vehicles, (e.g. "PU" for "Pickup", "2D" for "two-door", etc.). The system maintains a table of makes and abbreviations.		
The system provides a code describing the color of the vehicle.		
The system provides the last four (4) digits of the year in which the vehicle was registered.		
The system allows adequate space for the longest license plate number in the United States.		
The system provides a two (2)-character code for the State in which vehicle is registered.		
The system provides the ability to enter the State code.		

The system provides the ability to enter alphanumeric characters into the license plate field.		
The system allows for the violation code to be table-driven.		
The system displays the violation description (from the violation code table) for each violation entered.		
The system allows for the entry of the speed at the time of violation and the posted speed.		
The system provides a field for the complainant's phone number allowing for 13 spaces (including the Format symbols - () and -- -).		
The system provides a field for the employee number of the officer who issued the citation.		
The officer field is a required field.		
Case Processing routines can be called after citation entry, allowing all aspects of the case to be worked immediately (bond entry, additions of court dates, etc.) without going to another menu option and searching for the case.		
The following fields are searchable fields in the software and can be searched on demand (either for inclusion in a report or for display to the screen): Citation number, date of birth, vehicle license plate number Officer field (by last name, then by first name, if necessary) Date opened, license plate, case status, defendant name		

Transactions		
Requirement	Response	Comments
All transactions are online, real-time with updating occurring at time of entry.		
All transactions on a case cause an automated notation to be included in the history screen of each citation.		
Screen displays the most current element value for real-time updates accessible from anywhere within the network.		
Ability for online update of all data elements within the application database, with proper authorization.		
Ability to edit data elements entered online at the time the element is entered, not in subsequent batch update process.		
Provides for replication of certain items throughout subsequent transactions based upon data elements and previously entered values.		
Records each event with program-generated date and time of entry and name of operator making the entry.		
Provides ability to credit time served, jail or community service. System labels credit specifically as jail time, jail bond, or community		
Orders are tracked including, but not limited to: <ul style="list-style-type: none"> - Work release - Alcohol treatment - Drug treatment 		

The status/disposition field shows the current status of the violation.		
The system provides a plea section for those violations requiring a plea.		

<p>The system provides for separate entries for requests of different categories of status/disposition including, but not limited to:</p> <ul style="list-style-type: none"> a. Active - set by the system each time a violation is entered, unless it has other dispositions. b. Paid in full - plea of guilty Paid in full - plea of nolo contendere c. Found guilty - by judge d. Found not guilty -- by judge e. Dismissed - allows for different categories of dismissals f. Deferred - indicates deferral period (from 00/00/00 to 00/00/00) g. Time served – indicates either by jail credit or community service, and the ability to distinguish between the two h. Appealed - indicates date case was appealed i. Driving Safety course - indicates date for course completion j. Arrest Warrant - system indicates the date capias was issued and current status of the capias including but not limited to: (A) Active, (D) Deferred, and (S) Served k. Capias Warrant - system indicates the date capias was issued and current status of the capias including but not limited to: (A) Active, (D) Deferred, and (S) Served l. Pending nonjury trial - indicates when a defendant sets a court date m. Pro se n. Attorney - pre-trial hearing <ul style="list-style-type: none"> 1. Pending 2. Set for Date o. Separate dockets for judges p. Bind over cases for jury trials 		
The system updates the status/disposition date each time the status/disposition is changed; changes are shown in the citation audit.		
Action date - this field is for the date by which a status/disposition is to be completed.		

Comments - this field is unlimited and may be used for any notations the court clerk feels are necessary to the citation. Holds up to 5 different unlimited comment fields. Comments are recorded with program-generated date and time of entry and user name/operator making entry of comments.		
The system allows the operator to have a letter printed to the registered owner of a vehicle found to have a parking violation (automated by time period or on demand).		

Accounting Transactions		
Requirement	Response	Comments
The system has collection and accounting capability, which ensures timely and accurate handling of the cashiering function.		
Maintains the court-defined set of rules under which payments are processed against charges.		
Maintains distribution rate tables (fixed dollar amounts and/or percentages) for collections that can accommodate an unlimited number of court costs according to date-effective formulas (costs can vary from year to year) and provide capability to prioritize distribution.		
Ability to assess an unlimited number of fees, fines, or costs associated with the filing of a case.		
Capability to convert bonds to fine payments and capability to forfeit bond amounts.		
Allows for a full range of payments, deferred adjudication dismissal, partial payments, partial refunds, jail time served with dismissal of court costs, partial jail time served with posting of bond and/or some cash payment.		
Allows judicial ability to increase or decrease a particular fine.		
Itemized Receipts have a minimum of the following: Total Due Next Due Date Total Paid Time Citation Number Clerk Receiving Money Receipt # Date Court Name Address City Payment is labeled as cash, jail time, community service, etc. (Optional information: fine and court cost amount).		
Ability to obtain reports to track cash escrow payments received by other entities relative to warrants.		
Receipts print immediately upon entry of payment with the ability to reprint if necessary by authorized user.		

Ability to transact and track time payments and payment plans.		
Ability to record and facilitate monitoring of schedule payments. Labels payments as cash, jail time, community service, etc.		
Ability to record overpayments and initiate a refund transaction.		
Provides for automatic distribution of the money according to effective date of law and rule changes.		
Provides daily cash control reports detailed by cashier, with listing for each payment type.		
Ability to make adjustments to all affected for bad check payments, accurately tracks, and reports adjustments.		
Provides reports showing distribution of monies by fund. Ability to rerun daily reports for any given day.		
Ability to record payments against an account and apply those payments to charges using the court-defined set of rules and priorities in real-time.		
Ability to allow the supervisory user to access and review data for specific cashiers.		
Produces user-defined reports for fiscal activities for any given date range.		
Ability to provide online cashiering detail to be used when balancing the cash drawers.		
Ability to have cashiering sessions open for multiple cashiers.		
Ability to enter any variety of payment types including cash, check, money order, or credit cards, etc.		
Daily audit reports balance all funds received including bonds, escrows, fines and fees.		
The system allows for generation of consecutively numbered receipts.		
The system contains a restricted method of correcting any possible posting errors when they are found (records user name making the changes).		
Time served is provided for use when a defendant serves time in jail in lieu of paying a fine, whether payment is "in full" or "partial".		
The system adjusts the fine amount when defendant pays part of the fine and serves time for the rest.		
Provides Daily Cash and Non-Cash reports by all or individual costs paid, that is, to list all payments made for any code.		
System automatically adds fees associated with "Failure to Pay".		
Interface with city's financial software. Tyler Incode		

Warrants

Requirement	Response	Comments
Active status flashes active warrant, in red, on screen when citation has a warrant issued.		
Ability to generate automated capias and/or alias warrants upon the entry of a past due date.		
Ability to automatically issue a failure to appear charge to all past due citations and to generate a failure to appear notice/letter at the time of issuance.		
Ability to automatically generate warrant notice letters at the same time warrant is issued.		
System automatically records the issuance of a warrant in defendant's history.		
Ability to automatically generate a courtesy letter at the time of a Failure to Appear that will calculate due date based on state mandated time frame.		
Ability to print on demand, list and/or account for outstanding warrants by detail and/or by summary, or any other user-defined needs, (such as violator, month, offense, or Top Ten List of defendants) by quantity of warrant or dollar amount of warrant		
Ability to generate a printed monthly report of warrants paid or cleared during the month.		
Generates warrant activity reports showing the various dispositions of warrants for a date range.		
The driver's license number field appears on warrants of arrest.		
<p>Warrant requested:</p> <ul style="list-style-type: none"> a. The system automatically enters a code when a warrant is issued for the violator's arrest and updates the status/disposition field. b. The system tracks the date of the warrant after the warrant is printed. c. The system allows the issue date to be provided by the operator at the time the warrant print request is made. d. The system automatically prints warrants that need to be issued. Printing is on demand by citation, or in batch mode by tracking all outstanding cases that meet pre-established criteria. e. The system indicates that warrants are issued by violation, not by citation. 		

<p>Capias Warrant:</p> <p>a. The system automatically enters a code when a capias warrant will be issued for the arrest of the violator.</p> <p>b. The system tracks the date the warrant is issued.</p> <p>c. If the court needs to issue an individual warrant, the issue date is entered by the operator instead of reprinting the warrant.</p>		
<p>Affidavit of probable cause:</p> <p>The system generates an affidavit of probable cause on capias warrants and maintains a record of the document.</p>		
<p>Warrant of arrest:</p> <p>The system provides the following fields on the warrant:</p> <ul style="list-style-type: none"> Warrant number Violator' s name Photo Violation Fine amount (show partial payment and balance) Race Sex Violator' s DOB Driver' s license number State issued Address Vehicle year Make Model Color License year State plate number Date of warrant issued Violator place of business and address Work phone number Appropriate wording. System provides the ability to change the format of a warrant without programmer involvement. 		
<p>The system prints an outstanding warrant listing.</p>		
<p>Prints defendant's picture on warrant.</p>		

Reports		
Requirement	Response	Comments
<p>Ability to print, create a file, or downloads to disk the state monthly conviction report in accordance with statutory requirements and established criteria.</p>		
<p>Ability to print the monthly judicial report upon request in accordance with current and future statutory requirements.</p>		

Ability to generate a text file or printed list, on demand, of defendants requesting a driving safety course. Reports include, but are not limited to: Citation Number, Offense, Defendant Name, Address, Next Action Date.		
The system allows the selection of the starting page number when requesting the printing of reports.		

Miscellaneous Reports		
Requirement	Response	Comments
Letters to parking violators		
Failure to Appear (FTA) notices		
Conviction notice (download and print) to Department of Public Safety in required format		
Witness list		
Police officer schedule		
Police officer cases		
Attorney cases		
Reports on all status codes		
Outstanding citation with status code		
Cases on appeal		
Outstanding citations by violation code		
Next action date or defendant name		
Courtesy letters on failure to appear		
Outstanding warrants by date		
Warrants issued by date		
Warrants served		
Warrants cleared by collection agency, by date		
System automatically sends notice if conditions of deferral has not been met within the required time frame.		
Court dockets by date/time		
Driving safety courts list (name, address, city number, offense)		
Violation code list		
Complaints automatic and on demand		
Labels automatic and on demand		
Subpoenas		

Standard summons and notices		
Outstanding appeals		
Outstanding cash bonds		
Outstanding bonds by citation number or defendant name		
Print check status		
Bond overpayment		
Accounting reports		
Ad hoc reports will be integrated with the system.		

Citation Audit Trail Report

Requirement	Response	Comments
The system provides a minimum of the following citation information: Citation number Citation offense date Date issued to violator Officer name Offense		
System maintains a subsystem for bail bond activity.		
System generates a report to show activity and daily or month-end reports.		
System provides a journal entry report to book the general ledger bond payable accounts.		
System separates jail or community service credit entry.		
System provides daily and monthly jail and community service activity reports.		
System provides user-defined codes to track receipts from other locations (e.g. jail sites, kiosk sites, and on-line payments).		
System provides a complete audit trail to all data entry (e.g. voids, adjustments, reversals, edits, and user name). A report is provided. System provides user access history.		
System disallows override of original entry data; system allows for reversal of entry in order to correct an error.		
System provides a daily detail receipting report.		
Database is user accessible (for audit routines).		
All reports can be generated to a hard copy, an electronic print file, and/or downloadable to Excel format by user selection.		
Ability to reset passwords. Only Administrator has access to change.		

Cash Register

Requirement	Response	Comments
The system produces a list of defendant case information such as name, docket number, receipt number, and date of payment for payments received.		
The system allows for multiple cash drawers for each cash register and tracks receipts by court clerk and by cash drawer. System also produces a detail and summary report by option with distribution on each case in which a payment of non-cash or cash was received.		
The system tracks total amounts for each fund so that proper payment to the state can be made.		
The system allows for all fund categories required by state statutes and city ordinance.		
The system allows for assessments to be easily changed conforming by the state-mandated due date as prescribed by LAW.		

Web Access

Requirement	Response	Comments
System allows citizens to pay citations, parking tickets, and bail online by credit card, debit card, or check etc.		
System allows court docket to be viewed online via a web browser.		
System allows citizens to view public cases via a web browser.		
System allows citizens to search for a case by party name using a web browser		
System allows citizens to search for a case by case number using a web browser		
System allows citizens to view bail information using a web browser		

Other

Requirement	Response	Comments
Differential Case management - user-defined tracks can be established that allow a timeline of events and associated required dates (before or after) to be attached to the case.		
Bail Bonds - system applies bond amount as payment if defendant does not want to contest; applies money collected as bond to fine.		
Categories - system allows for additional categories other than refund to city or defendants when applying bond money.		
Community service - system applies community service or jail time as partial payment to fine.		

Judgments by computer, instead of manual entry on each violation, computes dates and information from either what is currently stored or the system automatically dates.		
Warrants have correct amounts, filled by computer, based on system information.		
Multiple violations - system keeps each violation separately. Ability to apply refunds or bonds, and dismissals, if applicable.		
Deferral and Insurance are kept separate; automatic computations of dates and information from system information filled out.		
Defensive driving course forms - compute dates, system information filled out.		
Show Cause Docket is created for Defensive Driving cases. A letter is automatically generated for those who have not complied with the Defensive Driving Course by the specified time.		
Ability to generate an appeal form on each case.		
From a person record or case, a defendant's picture can be taken via a connected camera and directly attached to the record or case without having to manually attach the image.		
Scanned images are attachable to the case.		
Video can be attached to a case.		
Drawings can be attached to a case.		
Pictures can be attached to a case.		
System has the ability to interface with other agencies or software providers.		
System supports electronic signature pads.		
The system will allow a user to view and access, on a single screen, a person's case, charges, warrants, vehicles, demographics, and mug shots.		
Integrated mapping shall be supported to display addresses.		
The application shall support a user definable dashboard for the display of statistical data, cases needing attention, reminders, and appointments.		
The system will allow a user to be working on several cases simultaneously without having to save their place.		
The system shall allow documents to be automatically generated that include images associated with a person or case.		

The system will be able to access any database field or user-defined dataset when creating documents.		
The system will allow citations to be imported into the court system.		
The system will allow parking tickets to be imported into the court system.		

Security		
Requirement	Response	Comments
Provides Access Based on Security Profiles - Based on the security profile for each user, the system permits or prohibits access at the following levels: menu options, functions, reports, applications/modules, database (within SQL Server), system (windows). Administrator will have the ability to add, edit, view, inactivate, and delete, new or existing profiles.		
Provides Security Privileges - The system provides a set of security privileges that can be added to profiles. A security privilege defines a specific set of data, application components, or functions that a user can access (view only, public access, restricted case, case creation, warrant privileges, supervisor privileges, administrator privileges, etc.).		
Limit User Access - Enables authorized users to access any resource (data, queries, functions, reports, etc.) to which that user has been granted rights. Authentication and authorization of all users will be provided at logon through a user ID and a password. The user ID determines to what functions the user has access and enables the system to track the work that user does.		
Application security is integrated with Active Directory.		
Supports Passwords - Provides the following functionality with respect to user passwords: <ul style="list-style-type: none"> Enables a user to change his or her password Enables a system administrator to specify the minimum length of user passwords, the frequency of required password changes, and automatic expiration of passwords Stores passwords in an encrypted format, and in a location where only the system administrator can have access to them Records audit information on report generation 		
Records historical before and after snapshots of all data changes (add, update, deletion).		
Error Notifications - Warns or alerts administrator whenever a critical error occurs, such as a database failure or a network failure.		

<p>Manages Users - The system maintains a user list including name, logon name, password, security group profile, active date range, title, and contact information. Administrator has access to user information including date and time of all logins per user, and is able to add new users and set their passwords. System provides an automatic logoff for a user in the event a workstation remains inactive for a specified time period. Administrator is able to view an online list of all users currently logged on to the system.</p>		
<p>Provides Audit Trail - System maintains a log of specific user actions that includes:</p> <ul style="list-style-type: none"> User logons User logoffs Unsuccessful logon attempts Audit information on adding a record Audit information on editing a record Audit information on deleting a record Audit information on form generation 		

Interfaces		
Requirement	Response	Com
<p>Interface with Federal and State Agencies</p> <p>Interface with all required state databases with preference to in software connection.</p> <p>The interface must support communication between the application and the Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC), the Georgia Department of Driver Services Electronic Conviction Processing System (GECPS) as well as other local and state agencies as needed</p> <p>Ability to authorize individual clients or workstation to access the GCIC/NCIC application.</p> <p>Ability to log all transactions in a history file for viewing and reporting purposes.</p> <p>Ability to access NCIC history within the management software.</p> <p>Automated GECPS reporting</p> <p>Ability to compile any required State Specific Reports such as Annual Caseload Report or Georgia Monthly Fines/Fee Remittance reports</p> <p>Ability to interface with SunGard</p> <p>Ability to interface with Tyler Finance System</p>		