



REQUEST FOR PROPOSALS

Indigent Legal Services Case Management SaaS

NOTICE IS HEREBY GIVEN that sealed proposals to provide **Indigent Legal Services Case Management Software as a Service (SaaS)** will be received by Yuma County until 4:00 p.m., Local Time, December 30, 2016.

DESCRIPTION: Yuma County (hereinafter "the County") is seeking proposals for an Indigent Defense Services Case Management SaaS to be used by the Yuma County Public Defender, Yuma County Legal Defender, and the Yuma County Office of Conflict Administration. The software shall include the ability to perform conflict checks as well as manage all aspects of cases involving criminal legal defense.

Proposals must be in the actual possession of the Yuma County Administrator at 198 South Main Street, Yuma, Arizona 85364 on or prior to the exact date and time indicated above. Only those proposals received by the correct date and time will be opened and considered.

Proposals must be submitted in a sealed container addressed to the Yuma County Administrator with the words **Sealed Proposal** clearly marked on the container as well as the proposal due date and time and Offeror's name and address. The County will not be responsible for late delivery or improperly addressed containers. Proposals must be in ink or type written and a complete Request for Proposal returned along with the proposal by the time and date cited above.

The County expressly reserves the right to accept or reject any and all proposals or any part thereof. No contract is to be awarded solely on the basis of price. The County shall contract with the qualified firm whose proposal is deemed most advantageous to the County in the areas of budgetary limitations and professionalism of the services.

Any questions related to this request for proposal shall be directed to the contact person whose name appears below. Electronic copies of this request for proposal can be obtained at the County's website at <http://www.yumacountyaz.gov/government/request-for-proposals>.

CONTACT: Shannon J. Gunderman, Administrative Services Director
145 South Second Avenue
Yuma, Arizona 85364
(928) 373-1137
(928) 373-1058 Facsimile
shannon.gunderman@yumacountyaz.gov

THIS PROPOSAL IS SUBMITTED BY:

Firm/Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

INSTRUCTIONS

1.0 SUBMIT PROPOSAL TO:

Yuma County Administrator
198 South Main Street, 2nd Floor
Yuma, Arizona 85364

All timely submitted proposals will be opened at this address on the submission deadline date. The County, its officers, agents or employees will bear no responsibility for the premature opening of a proposal that is not properly addressed and identified. All proposals become the property of Yuma County and will not be returned except in the case of late submission. All proposals shall be subject to Arizona's public records law and, by submitting a proposal, Offeror grants the County permission to copy all parts of its proposal for internal uses or for disclosure pursuant to applicable law.

1.1 DEADLINE FOR SUBMISSION:

Date: December 30, 2016

Time: 4:00 p.m. (Local Time)

1.2 NUMBER OF COPIES AND MANNER OF SUBMISSION:

Proposals shall be submitted with an original and three (3) copies. Attachments submitted must be prepared in an orderly manner. Offeror shall sign the proposal. All proposals not properly signed will be considered non-responsive.

Proposals may be mailed or hand-delivered. **Yuma County will not accept telephoned, electronically mailed, or facsimiled proposals.** All proposals must be submitted in the form and manner prescribed herein.

1.3 REQUESTS TO MODIFY OR WITHDRAW SUBMITTED PROPOSAL:

Requests to modify or withdraw a proposal received by the County must be made prior to the opening of the proposal by the County, must be made in writing, addressed and labeled in the same manner as the proposal, and clearly marked as a Modification or Withdrawal of the proposal. All requests to modify or withdraw the proposal which are made in accordance with the requirements stated herein will be accepted and will be effective after the opening of the proposal. A request to modify or withdraw the proposal which is made after the opening of the proposal shall be allowed solely at the discretion of the County.

TERMS AND CONDITIONS

2.0 TERM OF CONTRACT:

The contract for insurance broker services shall extend for a period of one (1) year from the date of contract inception. Each year subsequent to the initial contractual year shall be awarded on a renewal basis subject to the satisfactory performance during the preceding term, ability and willingness to continue to provide professional services, and continued competitive prices for the services provided under the original contract.

2.1 COMPENSATION AND METHOD OF PAYMENT:

Proposed fees shall be separated and priced individually into the following categories:

- Implementation Services
- Data Conversion
- Annual License and Maintenance Fees
- Annual Hosting Fees

The proposal shall provide the number of individual licenses included in the fee as well as pricing for each additional user not included in the overall fee. Additional fees for training or custom development shall also be clearly stated.

2.2 STATEMENT OF WORK AND IMPLEMENTATION PLAN:

Proposals shall include a Statement of Work detailing the activities, expectations, and responsibilities of Offeror and the County in implementing Offeror's SaaS product and services. Offeror shall also provide an implementation plan as part of its proposal that includes project milestones, estimated task completion dates and estimated "go-live" date.

2.3 ADDITIONS AND DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to any contract entered into with Offeror. Should a service requirement be deleted, payment to the Offeror shall be reduced proportionally to the amount of service reduced in accordance with the bid price. Should additional services be required from the contract, prices for such additions will be negotiated between the Offeror and the County.

The contract may be terminated by either party at any time upon ninety (90) days written notice from the terminating party. Cancellation of the contract by either party shall in no way relieve the Offeror of its responsibility to complete any and all work in progress at the time of the notice and for which payment has been received by the Offeror.

2.4 LICENSES:

By submitting a proposal, Offeror certifies that it has procured and shall maintain all permits and licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal, state and local laws, ordinances and regulations that affect in any manner Offeror's fulfillment of the contract.

2.5 INDEMNIFICATION:

Offeror agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all liabilities from claims, suits (including attorney fees and costs of litigation), actions, loss, damage, expenses or costs of any nature arising from any act, omission, neglect or misconduct on the part of Offeror or its employees or agents in the performance of the work specified herein. Offeror further agrees and understands that the relationship of Offeror (if selected) to the County shall be that of an independent contractor.

2.6 INSURANCE:

Offeror selected as the County's insurance broker shall maintain at all times during the term of its contract with the County, liability coverage with a minimum limit of \$1,000,000.00 per occurrence and shall maintain worker's compensation insurance for its employees. Offeror shall provide a Certificate of Insurance to the County evidencing that Offeror is in compliance with the insurance requirement and shall agree that no policy shall expire, be cancelled or changed without thirty (30) days written prior notification of the County.

2.7 NON-COLLUSION/FRAUD:

By submitting a proposal, Offeror warrants and certifies that neither Offeror nor its employees or associates has contacted any unauthorized County employee, officer or elected official regarding the contents of this solicitation or the solicitation process. Offeror further warrants and certifies that neither Offeror nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation.

If at any time it shall be found that Offeror or its employees or associates has colluded with any other party or parties for the purpose of preventing or restricting free competitive bidding, Offeror's proposal shall be rejected. Any contract awarded prior to the County's discovery of Offeror's collusion shall be terminated and Offeror shall be liable for all of its damages sustained by the County as a result of Offeror's collusion.

CRITERIA FOR PROPOSAL EVALUATION AND AWARD OF CONTRACT

- 3.1** A Selection Committee comprised of three (3) qualified County employees will evaluate all properly submitted proposals for: 1) compliance with the instructions for submitting a proposal, 2) ability of the County to do business with the Offeror, and 3) total points Offeror obtains under the Proposal Criteria listed below. Those proposals that fail to satisfy items 1 and 2 above shall not be considered for awarding of points under the Proposal Criteria and shall be rejected. Those proposals meeting the requirements in items 1 and 2 shall be evaluated using the following Proposal Criteria:

| PROPOSAL CRITERIA | POINTS |
|---|---------------|
| Experience | 30 |
| Services Offered (Required and Additional) | 25 |
| Overall Quality of Proposal/Conformance to Requirements | 25 |
| Price | 20 |

Proposals evaluated using the Proposal Criteria will be assigned a point value for Experience, Services Offered (Required and Additional), Overall Quality of Proposal/Conformance to Requirements, and Price criteria. Points awarded in these four criteria will be awarded by the Selection Committee. Of the proposals evaluated using the Proposal Criteria, the proposal with the greatest number of points shall be recommended to the Yuma County Board of Supervisors for approval. Final approval of the Offeror recommended by the Selection Committee shall be made by the Board. The Board shall have access to all proposals submitted and may, in its discretion, reject the recommendation of the Selection Committee. By submitting a proposal, Offeror agrees that, if needed, Offeror will demonstrate the SaaS to the Selection Committee at a time and place of the Committee's choosing.

OFFEROR QUALIFICATIONS

4.1 QUALIFICATIONS:

All Offerors shall be required to provide the following information with their proposal:

- a. Offeror's name, address, telephone and facsimile numbers.
- b. Number of years that Offeror has been in business.
- c. List of at least three present or recent public entity clients of Offeror, specifying premium volume and length of time the accounts were handled.
- d. List of at least three references, including the name and telephone number of the person the County may contact. References should be clients similar to the County

in size and type.

- e. Statement attesting to Offeror's ability, legally or otherwise, to serve as the County's insurance broker.

Failure on the part of any Offeror to provide the preceding information as part of their proposal will result in rejection of the proposal.

DESCRIPTION OF INDIGENT LEGAL SERVICES AND PRESENT CASE MANAGEMENT SOFTWARE

5.0 DESCRIPTION:

The County's Indigent Legal Services is comprised of the Public Defender, Legal Defender, and the Conflict Administration Office.

Both the Public and Legal Defender utilize defenderData case management software provided by Justiceworks. The software – and all data thereto – is maintained on the County's computer servers.

The Conflict Administration Office utilizes Justware provided by Journal Technologies as a Software as a Solution, cloud-based service.

It is the desire of the Indigent Legal Services group to all utilize the same case management software and that said software be provided on a SaaS platform.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

To the extent applicable under A.R.S. §41-4401, Offeror and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Offeror or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County.

MAY BE CANCELED PURSUANT TO A.R.S. §38-511

Offeror shall acknowledge that any agreement entered into with the County is subject to cancellation by the County pursuant to the provisions of A.R.S. §38-511.

ISRAEL BOYCOTT CERTIFICATION

Offeror hereby certifies that it is not currently engaged in, and will not for the duration of any contract entered into with the County, a boycott of Israel as defined by A.R.S. § 35-393.01.

NOTICE OF INTENT TO ENTER CONTRACT

In compliance with this Request for Proposals, the undersigned hereby proposes to perform the services required in strict accordance with the proposal specifications and contract documents at the prices set forth in the schedule of fees. All services are to be performed in a professional manner and to the satisfaction of the County.

By signing below, Offeror certifies that:

1. It is under no legal prohibition in contracting with the County; and
2. It has no known, undisclosed conflicts of interest; and
3. Neither Offeror nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation; and
4. It has read, understood and is in compliance with the specifications, terms and conditions of this Request for Proposal; and
5. The signatory is an authorized agent of Offeror with full power and authority to submit binding proposal for the services specified herein; and
6. It will accept the terms and conditions in the resulting contract if awarded to Offeror by the County; and
7. If awarded the contract for insurance broker services, Offeror shall provide the certificates of insurance and other required documents, and commence the contract services within ten (10) working days of notice from the County.

Name of Firm_____

Signature of
Authorized Representative_____

Typed Name of
Authorized Representative_____

Title of
Authorized Representative _____

Date _____