

**REQUEST FOR OFFER FOR
COURT CASE MANAGEMENT SYSTEM**

REQUISITION # 212-4-0672 / CLASS & ITEM 920-05

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Section 1. General

1.1 Scope

The Texas Office of Court Administration (OCA) seeks offers to provide a commercial, cloud-based, court case management software system (the "Baseline System") for use in Texas courts, including installation, user testing, limited data conversion, training, software maintenance, and system and user documentation. Initially, the system will be provided to counties with a population of less than 20,000 but may be made available to other counties if additional funding becomes available during the term of the Contract.

The Baseline System must be available for use by the counties and at least one county must be using the system by January 1, 2016.

1.2 Contract Term

The contract term shall begin upon the date the purchase order is executed, and shall end no later than August 31, 2019. By written agreement of the parties, the contract may be extended for up to two (2) one-year terms at the same price, terms, and conditions.

1.3 Compensation

The basis for compensation shall be OCA's acceptance of satisfactory completion of each deliverable.

1.4 Funding

Funds are not presently available for the acquisition of the Baseline System during the 2014-15 biennium. OCA's obligation under any contract executed between OCA and Successful Offeror is contingent upon an appropriation for the Baseline System by the Texas Legislature. No legal or financial liability on the part of the OCA for any payment may arise until funds are available or appropriated to OCA for the Baseline System and until the Contractor receives notice of such availability, to be confirmed in writing by OCA. OCA reserves the right to phase the project based upon funds available.

County customizations beyond the Baseline System requirements outlined in Section 2 are outside the scope of this RFO. However, neither this RFO nor any contract executed with Successful Offeror shall preclude Successful Offeror from negotiating directly with participating counties for county-paid customization that exceeds the Baseline System requirements.

1.5 Offer Irrevocability Period.

Offers submitted in response to this Request for Offers (RFO) are irrevocable until October 31, 2015.

1.6 Description of Courts

1.6.1 Description of District Courts (General Jurisdiction)

The district courts are the trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each county must be served by at least one district court. In sparsely populated areas of the State, several counties may be served by a single district court, while an urban county may be served by many district courts. District courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the *amount in controversy* (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. While most district courts try both criminal and civil cases, in the more densely populated counties the courts may specialize in civil, criminal, juvenile, or family law matters.

Case management for district courts is performed by an elected district clerk. The district clerk manages cases for all district courts within the district. In many of the districts, clerks have automated the process and use electronic case management systems. Since each clerk is elected, they have the power to operate their offices and case management systems within their county budgets as long as they comply with state law and court rules.

1.6.2 Description of Limited Jurisdiction Courts

1.6.2.1 Constitutional County Courts

As provided in the Texas Constitution, each of the 254 counties of the State has a single *county court* presided over by a county judge. These courts have *concurrent jurisdiction* with justice of the peace and district courts in civil cases in which the amount in controversy is small. The constitutional county courts generally hear the probate cases filed in the county. They have original jurisdiction over all Class A and Class B misdemeanor criminal cases, which are the more serious minor offenses. These courts usually have appellate jurisdiction in cases appealed from justice of the peace and municipal courts, except in counties where county courts at law have been established. Unless the appeal is one from a designated *municipal court of record* (trial proceedings are recorded by a court reporter or court recorder), the appeal takes the form of a *trial de novo* (a completely new trial). In addition to performing judicial functions, the county judge serves as the administrative head of the county government. In the more populated counties, the administrative duties occupy most of the time of the county judge, and the Legislature has created county courts at law and statutory probate courts to relieve the county judge of most, and in some cases all, of the judicial duties usually performed by that office.

Case management for the county courts is typically performed by an elected county clerk. The county clerk manages cases for the constitutional county court for the county. In many of the counties, clerks have automated the process and use electronic case management systems. Since each clerk is elected, they have the power to operate their offices and case management systems within their county budgets as long as they comply with state law and court rules.

1.6.2.2 County Courts at Law

Because the Constitution limits each county to a single county court, the Legislature has created statutory *county courts at law* in the larger counties to aid the single county court in its judicial functions. The legal jurisdiction of the special county-level trial courts varies considerably and is established by the statute which creates the particular court.

The civil jurisdiction of most county courts at law varies, but is usually more than that of the justice of the peace courts and less than that of the district courts. County courts at law usually have original jurisdiction over all Class A and Class B misdemeanor criminal cases, which are the more serious minor offenses. County courts at law usually have appellate jurisdiction in cases appealed from justice of the peace and municipal courts.

Case management for the county courts at law is typically performed by the elected county clerk.

1.6.2.3 Probate Courts

The Texas Constitution grants the Legislature the authority to determine which Texas courts have jurisdiction over probate matters. The Statutory Probate Courts of Texas are located in 10 out of the state's 15 largest metropolitan areas and have original and exclusive jurisdiction over their counties' probate matters, guardianship cases, and mental health commitments. In most counties, the

constitutional county court has original probate jurisdiction. In some counties, the Legislature has authorized certain statutorily created county courts to share this original jurisdiction, so that a county court at law will have concurrent jurisdiction over probate matters with the constitutional county court.

The original probate jurisdiction of district courts is limited to those situations in which a contested probate matter is transferred from a constitutional county court and when the Legislature has granted the district court original control and jurisdiction over personal representatives.

Thus, depending on the jurisdictional grant by the Legislature, probate matters might be heard in the county court, county court at law, statutory probate court, or district court of a particular county.

Case management for probate courts is typically performed by the elected county clerk.

1.6.2.4 Justice Courts

The Texas Constitution requires that each county in the State establish between one and eight justice of the peace precincts, depending upon the population of the county. Also, depending on the population of the precinct, either one or two justice courts are to be established in each precinct.

Justice of the peace courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses. These courts also have jurisdiction over civil matters that do not involve significant amounts in controversy. A justice of the peace may issue search or arrest warrants and may serve as the coroner in counties where there is no provision for a medical examiner. These courts also function as small claims courts.

Each justice court maintains its own case management system and does not have an elected clerk. In many counties, the justice court will employ a court coordinator or clerk that performs case management functions. In less populated counties, the justice of the peace may perform these duties in addition to their normal judicial functions.

1.7 Case Management System needs in Texas

In the more populous counties in Texas, local IT departments manage and maintain case management systems. However, due to several different factors, many counties in Texas do not have an IT department or have contracted out those functions.

1.7.1 General Assumptions for Counties with Population less than 20,000

- Participating counties may not have on-site IT professionals to assist with support.
- Participating counties may not have contract IT professionals to assist with support.
- Participating counties might not have any computing infrastructure with regards to court management.
- Participating counties will have between 1 and 40 users of the system
- Internet connectivity may be limited to a standard DSL (3Mbps down/1Mbps up) connection.

1.7.2 Case Statistics

Detailed case statistics (and detailed caveats to the data) are available electronically from 1992 to present at <http://card.txcourts.gov>. Initially, OCA will limit the availability of the Baseline System to counties with a population of less than 20,000, but may allow additional counties to participate if additional funding becomes available. Summary level statistics below show the high, low and median number of cases filed in counties of differing sizes.

Number of cases initiated in counties with a population of less than 20,000 (136 Counties, FY2013)									
District/County Courts					Justice Courts				
Case Type	Low	High	Median	Total	Case Type	Low	High	Median	Total
Civil	3	683	96	15,313	Civil	0	482	39	7,490
Criminal	11	1,588	363	57,564	Criminal	27	9,019	1,709	304,125
Family	0	349	81	13,232					
Juvenile	0	43	3	786					

Number of cases initiated in counties with a population of 20,000 to 49,999 (56 Counties, FY2013)									
District/County Courts					Justice Courts				
Case Type	Low	High	Median	Total	Case Type	Low	High	Median	Total
Civil	190	1,278	361	23,469	Civil	57	788	249	16,576
Criminal	569	3,604	1,447	90,759	Criminal	1,220	10,450	4,101	267,450
Family	157	987	373	24,244					
Juvenile	0	102	22	1,492					

Number of cases initiated in counties with a population of 50,000 to 99,999 (23 Counties, FY2013)									
District/County Courts					Justice Courts				
Case Type	Low	High	Median	Total	Case Type	Low	High	Median	Total
Civil	99	1,666	832	20,247	Civil	72	1,363	581	15,550
Criminal	263	6,533	2,905	69,808	Criminal	2,560	14,393	7,784	179,258
Family	530	2,421	912	22,697					
Juvenile	6	110	36	911					

Number of cases initiated in counties with a population of 100,000 to 199,999 (17 Counties, FY2013)									
District/County Courts					Justice Courts				
Case Type	Low	High	Median	Total	Case Type	Low	High	Median	Total
Civil	858	2,470	1,583	25,050	Civil	941	2,513	1,527	24,824
Criminal	3,081	9,446	6,534	98,819	Criminal	5,068	17,472	9,820	171,657
Family	1,231	3,022	2,086	33,160					
Juvenile	32	141	74	1,260					

Number of cases initiated in counties with a population of 200,000 to 499,999 (12 Counties, FY2013)									
District/County Courts					Justice Courts				
Case Type	Low	High	Median	Total	Case Type	Low	High	Median	Total
Civil	1,691	6,003	4,165	51,647	Civil	1,505	6,855	4,562	57,771
Criminal	6,325	23,089	14,139	189,092	Criminal	8,604	86,019	20,661	345,755
Family	2,419	6,909	4,557	58,917					
Juvenile	175	714	293	4,393					

Number of cases initiated in counties with a population of more than 500,000 (10 Counties, FY2013)									
District/County Courts					Justice Courts				
Case Type	Low	High	Median	Total	Case Type	Low	High	Median	Total
Civil	5,953	61,642	16,854	197,028	Civil	6,549	97,172	14,273	282,897
Criminal	14,815	180,246	47,435	626,871	Criminal	10,388	481,245	57,953	1,058,144
Family	6,794	53,223	13,370	208,711					
Juvenile	577	5,533	1,150	15,618					

1.8 Overview of Case Management Systems in Texas

Each of Texas' 254 counties, each with JP offices, district clerk offices and county clerk offices, are allowed to select any case management system they wish. These systems are funded locally at the county level. Some of the less populous counties do not have the funding or the volume to justify the expense of an automated case management system and have chosen to use a manual, paper-based system.

Based on a recent technology survey and data gathered from electronic submissions of monthly activity reports to OCA, OCA can estimate the number of counties that have an established case management system. The numbers in the table below are the **known** numbers of counties that have automated case management systems. Some counties did not respond to the survey and do not electronically submit monthly activity reports to OCA, but could have a local automated case management system that is not reflected in the numbers below.

County Office with an Automated Case Management System			
County Population	District Clerk	County Clerk	Justice of the Peace
Less than 20,000	84/136 (62%)	78/136 (57%)	79/212 (37%)
20,000 – 49,999	40/56 (71%)	42/56 (75%)	133/214 (62%)
50,000 – 99,999	19/23 (83%)	20/23 (87%)	71/109 (65%)
100,000 – 199,999	17/17 (100%)	17/17 (100%)	55/69 (80%)
200,000 – 499,999	8/12 (66%)	7/12 (58%)	38/64 (59%)
More than 500,000	10/10 (100%)	10/10 (100%)	33/56 (59%)

Section 2. Statement of Work

OCA seeks a Baseline System that provides rudimentary case management to counties, some of which may have limited infrastructure, to support a local based case management system. The Baseline System must meet all requirements specified in this document.

2.1 General Requirements

All portals described must be web-based and must meet accessibility standards promulgated in Texas Administrative Code, Title 1, Chapters 206 and 213, as well as the Web Content Accessibility Guidelines (WCAG) 2.0 AA.

The system must comply with the Technology Standards adopted by the Judicial Committee on Information Technology (JCIT). See <http://www.txcourts.gov/jcit> for detailed information.

Interfaces that are made available to the county for integration with other services must be compliant with the Electronic Case File (ECF 4) standard. Any integrations that do not involve an electronic case file, must be XML based and compliant with the National Information Exchange Model (NIEM). Offeror must update any interfaces that are developed as these standards evolve.

Once the contract is awarded, OCA will provide a standard system configuration developed by JCIT for the Baseline System. Participating counties may deviate from the Baseline System or standard system configuration provided by JCIT; however, deviations are outside the scope of this RFO and all fees for the development/installation and professional services to support the deviation will be charged to the counties that request them. If Offeror intends to offer counties the ability to deviate from the Baseline System or standard system configuration, Offeror must include in the detailed Pricing Submission the fees Offeror will charge the counties for the development/installation and professional services to support any deviations requested by the counties.

The system must be available to clerks, judges, court coordinators, prosecutors and other attorneys. Because the system is required to have role-based security, other roles may be defined by the participating county or JCIT standard system configuration.

Though the Contract executed pursuant to this RFO will make a Baseline System available to eligible counties identified by OCA, county participation is strictly voluntary. Selected Offeror will be responsible for contacting and securing participation by the eligible counties identified by OCA.

2.2 Technical Requirements

2.2.1 **Cloud-based**

The Offeror must host the system without any server infrastructure from a participating county. Participating counties will provide Internet bandwidth, computers, and printers for users of the system.

2.2.2 **Infrastructure Needs**

The Offeror must state the minimum amount of Internet bandwidth required by a participating county to effectively use the Baseline System. The Offeror must also state the minimum and recommended computer configuration required by the Baseline System including operating system, web browsers/version, memory and processor speed.

2.2.3 Application Programming Interface (API)

The Offeror must provide and describe any APIs available for use with each of the functional requirements listed below. The Offeror must also describe any APIs made generally available with the system if not described in the functional requirements below.

2.2.4 Automation and Integration

All functions of the proposed system, whether provided in a single software product or components from multiple vendors, must be fully integrated and operate as if they are one system. Systems supporting case management functions, financial management functions, content management, imaging solutions, etc. are to be fully integrated. For example, all duplicate data entry should ideally be eliminated; an update to a table, screen or form should be available to all related components and subcomponents within the system architecture.

2.2.5 Availability

The Offeror must guarantee a 99.9% monthly average of scheduled availability for each of the application components listed. The proposed system must also be able to scale based on the system load. Offeror should consider longitudinal statistical information to predict the case load for the counties.

The system must have high availability for daily operations, including a fault-tolerant architecture to protect against catastrophic failures. In the event of a system failure, the system should have the capability to recover quickly, minimize loss of data and limit impact on operations.

The Offeror must provide information not already covered that relates to the following topics, including recovery time objectives, both from a system-wide perspective as an information technology professional and from the perspective of an end-user inside a high-volume courtroom:

1. Fault Tolerance
2. Fail-Over
3. Hot Backups
4. Disaster Recovery
5. Point-in-Time Recovery
6. Version Rollback

2.3 Functional Requirements

The Offeror must provide a system with the following functional requirements. Unless otherwise specified by the requirement, all requirements are considered mandatory for evaluating offers submitted in response to this RFO. **Note that requirements with a “*” represent indigent defense requirements that are to be priced separately in the Pricing Submission.**

2.3.1 General/System Administration

General functions applying to one or more capabilities in a system. Statewide configuration and security are included.

2.3.1.1 General System Functions

Req #	The system must provide the ability to...
100	produce an audit log report on request, using search criteria based on any combination of the data elements in the audit log file.
101	automatically add audit log information on the messages (e.g., tickle, alerts, etc.) issued to the user.
102	automatically add the date and time when the audit log was written.

Req #	The system must provide the ability to...
103	automatically add the error or exception if the transaction does not end successfully.
104	automatically add the function being executed, the action or key entered by the user.
105	maintain statewide code translation tables defined by an authorized administrator.
106	display a list of code tables, with the ability to select a table to view the contents. Display of the table and its contents is dependent on the individual's authorizations.
107	map a locally defined code to a statewide code.
108	configure data pages or screens by case type to display and collect information.
109	facilitate rapid data entry to multiple cases without navigating to individual case.
110	allow for data entry and navigation of the system exclusively by keyboard or via methods other than keyboard entry (e.g., mouse, touch screen, etc.).
111	input data using devices such as scanning, bar code, etc.
112	pre-fill fields with default values configurable at time of use.
113	replicate previously entered data on current data entry line.
114	cancel data entry of new input or changes before they are saved (CANCEL button).
115	restore the screen to the state prior to data entry (RESET button).
116	protect against simultaneous update of a case as a complete unit since an update to one subsection of a case may invalidate an update that is in-progress on another subsection.
117	enable data entry during batch processing.
118	electronically or manually data enter to update the system in real-time.
119	identify official "court record data".
120	define the status (official and unofficial) of data elements.
121	allow one or multiple owners for each data field (set by security).
122	navigate among screens and modules without re-entering case number, or any other case identifier.
123	disable use of an application function.
124	deliver notifications to case/court participants using multiple methods (e.g. email, fax, postal mail, text message, interactive voice response) depending on participant's desired option.
125	alert when mailings are to invalid addresses, but allow overrides.
126	manage batch submission of reports or jobs from an application screen. This facility should permit a user to schedule when the request should be executed, to choose whether to view results on the screen, or to print the results, and to manage printing of the report.
127	append the search criteria and search within a set of search results. (Optional)
128	perform universal searches (e.g., by case type, court level, flexibility of views).
129	view search results at the summary and/or detail level.
130	find specific document directly from other parts of system (e.g., docket) without intermediate steps (e.g., without scrolling through document list to select given document).
131	interface with document management system that is separate from case processing if case processing system excludes document management capabilities.
132	have help screen capabilities that contain information on a comprehensive array of topics, permit easy searches for and indexes of topics, permit access directly from specific parts of the system.
133	have several court addresses in the system for a jurisdiction with flexibility to select an address where particular court events will be held.
134	have a court to maintain its own version of its court name that is different from the official court name to facilitate selection of a court by name.
135	associate one or more county code(s) with the court (for courts with multiple facilities).
136	maintain rules for optional data by local configuration.
137	maintain court-specific/local code translation tables.
138	have case flow steps vary from court to court and be flexible enough to allow each court to map its own process flow.
139	establish links within a case to events, and or records.

Req #	The system must provide the ability to...
140	identify the presiding judge(s), and Local Administrative Judge(s) at a court.
141	produce dockets as required by law or court rule.
142	automate central mailings of select communication documents (Optional).
143	add a language to a data table.
144	limit the entry of data to valid data values for all fields.
145	conduct XML or ASCII text file based data exchanges with identified business partners.

2.3.1.2 Law Data Management

The Texas Penal Code and other statutes provide criminal violations or charges that have attributes, such as classification, enhancements, or aggravating circumstances in a specific situation. These attributes must be maintained within the case management system in order for the clerk to properly identify the offense(s) in a criminal case. Other attributes, such as effective date and title of a law, must also be maintained.

Req #	The system must provide the ability to...
146	have relationships between specific laws, enhancements, aggravating factors.
147	assign a caseload case type to a law in order to determine how cases with this violation will be counted on the Caseload Report.
148	assign a class designation of the crime with the law.
149	assign an offense category to a law, or the designation of the offense.
150	assign multiple statistical categories to a law in order to support judicial, federal, or other case data research.
151	associate a full law title with the published legal code.
152	associate a short law title with the published legal code, for use in places where display space is limited.
153	associate enactment and repeal dates with the published legal code.
154	associate the law with a published legal alphanumeric code.
155	identify laws which require notification of third parties (e.g., Department of Public Safety) on disposition of a charge citing the law.
156	identify the source of the laws being cited.
157	add and maintain statewide law table, administrative regulations, and session laws.
158	have local laws to only be available for use on cases filed in that court.
158	maintain information about local laws/ordinances (e.g., Code, Title, Enactment, and repeal dates).
160	add and maintain relevant local ordinances according to jurisdiction of user, and access other jurisdiction ordinances.
161	associate the law with Department of Public Safety offense code with respect to the effective date of the code and the appropriate fees for that offense.

2.3.1.3 Fee Data Management

Managing, cashiering and reconciling fees related to a case.

Req #	The system must provide the ability to...
162	add and maintain fee schedules for all products cashiered in the system including the type of fee (state or local), the effective and end date of the fee.
163	produce a receipt that can be printed or emailed that complies with state law (Code of Criminal Procedure Article 103.010).
164	allocate partial payments between the appropriate funds (e.g. state fees must be paid before local fees).

Req #	The system must provide the ability to...
165	allow authorized user to adjust or correct any data supplied automatically by system prior to posting (e.g., default entries, funds distribution according to pre-determined formula) and provide audit trail of these transactions.
166	prevent financial transactions from being dated and posted to a closed accounting period.
167	electronically accept/upload Accounting (Receipting/Bookkeeping) information with Criminal Support functions (e.g., Conditions for Release from Custody) to collect and generate receipts for bail monies, disburse funds (e.g., to defendant who posted bail, to other participants, victim(s), or both for restitution), suspend disbursements, record bail forfeiture monies as revenue, disseminate bail register.
168	associate payment with proper case and person when moneys collected.
169	permit payment to be accepted for cases filed but not docketed completely (e.g., all data not entered into system or missing complaint) and recorded by entering minimal amount of data (e.g., case number, case type, case category, case style or title, name of person submitting payment, date of payment, nature of payment) as precursor to full docket entry; there should be functionality to link the payment to the subsequent full docket entry.
170	accept full, partial, and installment payments by various methods (e.g., cash, check, credit card, fee waiver).
171	apply payments by electronic funds transfer from draw-down or escrow accounts pre-established by attorneys and law firms (e.g., credit card accounts, bank accounts, general-purpose funds deposited with clerk), and debit draw-down accounts to cover court expenses (e.g., for specific case, general expenses).
172	associate fees that may or may not be case related (e.g., for forms, document copies, certified copies) with persons who may not be directly involved in a case (e.g., from general draw-down accounts, couriers, media) and process appropriately (e.g., not docketed if not related to specific case).
173	record information on payments and other transactions including type of payment, payee, cashier identifier, amount tendered, payment amount, change given, and related information (case related and non-case related); associate to case but should not be part of the defendant's sentence record (e.g., attorney sanction, contempt of court, copy work, or summary of judgment on bond).
174	accept multiple types of payments in single transaction (e.g., cash, check); establish cash tally/built in calculator when receiving cash.
175	accept multiple cost and fee payments for single case with capability to process as either single payment or separate payments.
176	accept single payment for multiple cases with capability to process separately for each case.
177	permit user with proper authority (e.g., supervisor or Fiscal staff), to override pre-established funds distribution priorities.
178	transfer funds from one case to another case or between accounts in a given case.
179	comply with generally accepted accounting principles for governmental entities.(e.g., GASB).
180	apply non-monetary forms of credit (e.g. jail time and community service).

2.3.1.4 Role-based Security/Case Security

Managing role-based security for a case; who has access, and how the case displays in the case management system.

Req #	The system must provide the ability to...
181	perform data entry auditing of cases entered by a user to improve user training.
182	establish access to one, many, or all courts for a user without having to assign multiple user IDs to that user.
183	seal specific case information and specify reason for sealing.
184	have more than one level of sealing (e.g., limited or totally sealed).

Req #	The system must provide the ability to...
185	establish rights to see sealed information by user role.
186	identify a docket/event entry as sealed.
187	have decentralized security administration, to allow courts to maintain user security for access to their own court data.
188	prevent an unauthorized user from accessing, or changing the security status of a document, person, data field, or case once it is added.
189	remove all authorizations for a specific user's access.
190	administratively edit a user's information and/or role.
191	associate a unique User-ID with a user and verify that the name and unique User-ID are valid.
192	have user access privileges and authorization for public access, without having to assign a profile to each user.
193	configure role-based security profiles to provide access and protect confidential data.
194	have multiple defined security roles for a user.
195	manage security levels at the case, screen, and individual data elements.
196	change the assignment of a specific user's local/home court profile or cross court profile.
197	allow users electronically sign documents in compliance with Rule 21(f)(7) of the Texas Rules of Civil Procedure and Rule 9.1(c) of the Texas Rules of Appellate Procedure.

2.3.2 Case Initiation

The process to start a case file. This may happen prior to case filing for the purposes of tracking documents received. Parties and participants are associated to a case or a document.

2.3.2.1 Pre-Filing

Events and activities prior to filing a case.

Req #	The system must provide the ability to...
200	add and maintain information and documents about an event for court activities not yet associated with a case. (e.g., magistration, pre-filing issues, juvenile referrals, events never associated to a filed case, New-Search Warrants, etc.).
201	uniquely identify or number a pre-filing event and allow the user to add and maintain external identifiers (e.g., Prosecuting Attorney number, law enforcement incident number, Probable Cause index, etc.).
202	convert pre-filing issues to filed cases.
203	link pre-filing information to a created case.
204	separate pre-filing information from a case.

2.3.2.2 Create Case

Events and activities related to creation of a case.

Req #	The system must provide the ability to...
205	define the information that is required to initiate a case, by individual case, and by individual court (e.g., allow case initiation with only a filing date and case type).
206	automatically add the case filing date, and allow the user the ability to edit.
207	automatically add a court location (for jurisdictions with more than one court location) at time of case initiation based on a pre-determined designated case assignment area.
208	generate a case schedule with appropriate events and deadlines which will set the time period between filing and trial and the scheduled events and deadlines for the case based on cause of action.
209	add and maintain the cause of action for a case and/or case type information.

Req #	The system must provide the ability to...
210	add one or more elements per count, including modifiers and enhancers (e.g., deadly weapon enhancements, etc.).
211	automatically generate a unique case number for each case when initiating one or more cases.
212	allow a user to add a unique case number when initiating a case.
213	configure a case numbering scheme that includes alphanumeric values for year, case type, location, and case sequence (number).
214	assign a judge at case initiation determined by cause of action and judge profile.
215	add and associate one or more attorneys to represent one participant.
216	add and associate one or more attorneys to represent multiple participants individually or in batch.
217	prevent the addition of an unqualified/disqualified attorney to a case.
218	prevent the addition of a judge from the defined recusal list.
219	allow rules for mandatory or default participant types when filing a case, based on case type and cause code.
220	add and maintain the role of each participant in the case or referral (e.g., parent, probation official, interpreter, defendant, plaintiff, petitioner, respondent, or attorney, etc.).
221	add and maintain participants or other interested individuals on a case, and issue orders and communications to them. Include capability to report that an individual is participating on the case if only for one proceeding as a substitute.
222	automatically add and maintain mandatory titles for cases and dockets based on case type, and allow the user the ability to edit.
223	provide the ability for a participant name to be corrected with another name for a case.
224	add multiple case schedules to a case (e.g., divorce = schedule 1, modification = schedule 2) and associate multiple trial dates (e.g., bifurcated trial dates).
225	allow the ability to add and maintain case schedules and the ability to amend and add events to the case schedule.
226	associate a juvenile referral number when filing any juvenile cases.
227	add and maintain a juvenile's affiliations (e.g., school) including but not limited to: Type of relationship, Name, Person ID, Add Date, Court
228	add the originating court for an appeal case.
229	conduct a global search for an entity using multiple criteria (e.g., name, date of birth, address information, etc.).
230	automatically assign of a unique identifier to each participant or entity, including alias persons or organization record.
231	add and maintain participant records.
232	(as an optional function) to add and maintain a case with limited information entered (cause or action, and case number).

2.3.3 Docketing and Recordkeeping

When documents are filed in a court, they are recorded in a case file, and tracked for indexing, viewing, and reporting. Parties and participants are maintained for tracking their association to the case.

2.3.3.1 Record Case Data

Managing events, activities and pleadings on a case.

2.3.3.1.1 Docket Entries, Event Rules

Req #	The system must provide the ability to...
300	docket case proceedings.
301	docket all documents filed.

Req #	The system must provide the ability to...
302	automatically generate a docket entry / case note for all sent/generated electronic documents from within the CMS application to case participants.
303	a group event docketing function that allows the user to add events on multiple cases in a single interface.
304	add and maintain additional information on documents filed in a case.
305	add and maintain rules that allow or disallow case updates after specific activity has occurred on a case.
306	limit access to case/court information (e.g., docket, calendar, person, etc.) based on security rights granted by the owner of the data.

2.3.3.1.2 Case Information

Req #	The system must provide the ability to...
307	display a summary of the case history (e.g., judges assigned to the case, judges assigned to events, file dates, event continuances, current status, etc.) to the user.
308	assign a professional office to a case (e.g., Department of Family and Protective Services, Office of Attorney General, Public Defender Office).
309	assign a locally-configured entity to a case (in this case an entity may be an organization, or grouping of individuals, i.e. interpreter).
310	sever counts and charges for a defendant in a case.
311	notify the user that a case has experts, out of state parties, and witnesses for events. The notification shall display on printed calendars.
312	add and maintain one or more appellate case numbers on a case, and status.
313	automatically retain an audit trail of specific case modifications, corrections, and deletions; including who made the entry and when the entry was made.
314	in civil cases to add and maintain issues or claims independently or simultaneously upon order, and similarly close issues in the same manner.
315	maintain case information at the issue level, in order to know which case issues are closed and which are still pending/open.
316	maintain and display both the original charge and the amended charge, when a case has been amended.
317	add and maintain all data necessary for charging information (e.g., date of crime, count number, charge, DV indicator, etc.).
318	display the case file date and age of the case in days, from filing or arrest.
319	add and maintain information that proceedings are confirmed, and the date of confirmation, either by court staff or by some external electronic means (optional at local court).
320	associate the scheduling or outcome of a proceeding with a document or note.
321	add and maintain the location of audio and video recordings of proceedings that are presumably stored separately, and display record begin and end counter, CD, and tape information. The system does not need to store the recording, but it shall have the ability to add and maintain the file location and begin/end information and provide a link to the location.
322	add and maintain secure or public case notes for cases, proceedings, docket entries, and participants. (Automatic, with manual override ability.)
323	the ability for judicial officers and other authorized court officials to add and maintain secure or public notes in which access can be restricted by role and type of notes.
324	add and maintain secure or public notes regarding security issues related to a case or a proceeding.
325	allow for automatic and manual maintenance of the case status based on pre-defined rules.
326	automatically update the case status when certain events are entered on the case.
327	automatically reset the case status to the previous case status If an event that generated an automatic case status update is withdrawn.
328	display the case status.

Req #	The system must provide the ability to...
329	automatically or manually stay all, or portions of, cases, according to rules based on the type of appeal or a court order.
330	add and maintain arbitration or mediation status on cases, with the ability to view entire history.
331	tracking capabilities after oral rulings for orders and checking status or cases under advisement.
332	add, maintain, and apply rules to prevent inadvertent resolution and/or completion of a case.
333	add and maintain a motion status to track progress on the motion.
334	add and maintain the status of an order (e.g., active, expired, terminated, etc.).
335	identify completed events and prompt users when further action required.
336	automatically populate additions or changes for selected events (e.g., proceedings, case completion, and case status, etc.) among cases.
337	the ability in a transferred case to populate selected documents and participants from the source to the target case and identify any transferred participants during case maintenance.
338	transfer a case from one court to another, including courts outside of the current jurisdiction (different county, appellate courts), and transfer back when necessary.
339	distinguish events and documents transferred from another court's case, from the case events of the court that received the transferred case.
340	add and maintain a pick list of all exhibits and paper records for the case that need to be transferred to the new court.

2.3.3.1.3 Consolidated and Linked Case Functions

Req #	The system must provide the ability to...
341	consolidate two or more cases, including at a minimum, associated events, calendars, documents and fees, designating one case as an anchor case, and the others as secondary cases.
342	display events for all cases in a consolidation when viewing any one case involved in the consolidation.
343	alert the user when attempting to record activities in a secondary case, once cases have been consolidated.
344	link selected participants from the secondary case to the anchor case so that the master case contains all active parties from the consolidated cases.
345	group cases for adjudication, scheduling, and monitoring (e.g., same participants in multiple cases and/or case types).
346	link two or more cases regardless of case type. This is different from a consolidation, in that activities and fees are entered on each case separately.
347	add and maintain a reason when linking cases.
348	sever or split apart one or multiple cases, including at a minimum, associated events, calendars, documents and fees from a consolidation.
349	sever or split apart one or multiple cases from a link.

2.3.3.1.4 Appeals (including Interlocutory Appeals)

Req #	The system must provide the ability to...
350	add and maintain appeal begin and end dates.
351	add and maintain the appeal of a case to a higher court level.
352	associate a trial court case with an appellate case.
353	generate and transmit clerk records electronically to an appellate court when a case is appealed within the appellate court's time schedule.

2.3.3.1.5 Sealing/Expunging, Delete Case Information

Req #	The system must provide the ability to...
354	seal or unseal a case, allowing the ability to set security at the document, participant, parts of a case, or at the entire case level.
355	the option to seal case events, such as proceedings, or judgments if a case is sealed.
356	remove the link between a party and a case when expunging a party's name from a case, but retain the information for statistical purposes.
357	remove the link between a party and referral/episode but retain the referral/episode for statistical purposes.
358	expunge the case when ordered by the court.
359	the ability for manual deletion (in the event of a clerical error) of a case that follows local court (or global court) rules.

2.3.3.1.6 Administer Indigent Defense Services

Req #	The system must provide the ability to...
360*	maintain tiered lists of attorneys eligible for appointments by case type and offense level.
361*	identify the next attorney from the rotation list approved to handle the defendant's highest alleged offense, or automated appointment on a new case to an attorney who already acts as the attorney of record to an indigent defendant with a pending case.
362*	generate and electronically route appointment orders and notifications for attorneys, defendants and the court.
363*	document judicial overrides of regular attorney rotation, with documentation of reasons for override.
364*	allow attorneys to submit financial vouchers for routing and approval by the judge for payment. The system should only allow the creation and submission of attorney fee vouchers in cases with a valid appointment.
365*	implement a financial screening system to determine indigency as defined in local plan and make recommendation on whether to appoint counsel.
366*	export approved attorney fee vouchers in a standardized form for import into county financial systems.
367*	report on judicial overrides of appointments with reasons for the override.
368*	track all appointments for compliance with Code of Criminal Procedure Articles 15.17(a), 1.051, 15.17(c), 26.04 and 26.04(j)(1).
369*	monitor the continuing legal education requirements for appointed attorneys and hold new appointments for attorneys not in compliance.

2.3.3.1.7 Administer Case Management and Professional Services

Req #	The system must provide the ability to...
370	add and maintain information about party progress, case notes, probation/parole, and treatment (e.g., bench probation including deferrals, drug court, family treatment court, etc.).
371	add and maintain one or more service numbers using a unique identifier generated when a case or cases are referred to the program (format – YYYY; service Type (1 digit); Sequential Number (4 digits) – e.g., 201130001).
372	designate service status.
373	designate reasons for closure.
374	designate service status at closure.
375	designate outcome of the service.
376	designate transfers from one service type to another.
377	add and maintain professional service types.

Req #	The system must provide the ability to...
378	associate one or more service numbers with one or more case numbers.
379	add and maintain the following data elements for each service: assignment dates, assigned social worker, days open, time spent on service demographic info, billing, date ordered, due date of report, proceeding dates, date of reports, judicial officer issuing order, compliance status and compliance dates.
380	add and maintain professional service events (e.g., Drug Court Screening appointment).
381	add and maintain free form notes for each service.
382	add and maintain social workers (program service providers).
383	assign social workers to a service.
384	associate coordinator with service.
385	designate a referral source.
386	designate referring judicial officer.
387	designate a category for billing purposes.
388	calculate and adjust service fees.
389	calculate and adjust fees.
390	add and maintain fee schedules.
391	add and maintain a payment plan for a party.
392	add and maintain telephone call notes.
393	designate agreement type (e.g., full, partial) for mediation services.
394	indicate whether or not a participant has met poverty guidelines (Yes/No).
395	designate paperwork received and date received from each party.
396	assign a case manager.
397	add and maintain case managers (program service providers).
398	add and maintain referral date, referral source, etc.
399	add and maintain screening info: date screened, screener, outcome of screening, reason accepted.
400	rescreen referral.
401	flag approved judicial officer(s) for future events (e.g., an associate judge may be allowed to hear a portion of the case).
402	flag that an assigned judge retains jurisdiction.
403	add and maintain birth parents as parties.
404	add and maintain information on child – name, dob, hospital, city of birth, type of adoption.
405	designate adoptive parents based on party information.
406	add and maintain information about pre-placement date, pre-placement completed by, post-placement date and post-placement completed by.

2.3.3.2 Entity Information

Managing events and activities for entities. Some examples of entities are persons, associations, and corporations.

Req #	The system must provide the ability to...
407	add and maintain parties and attorneys associated with a case or referral.
408	add and maintain names in detailed parts: first or given name, middle, last name, name prefix/suffix, etc.
409	add and maintain participant addresses and allow multiple address types of for a person (e.g., home, work, mailing, email, mobile phone, etc.).
410	add and maintain multiple (unlimited) telephone numbers for participants, with designated uses for different telephone numbers (e.g., home, work, etc.).
411	capture free form notes associated with each phone number.
412	retain address data and address change data for case history and statistical purposes.

Req #	The system must provide the ability to...
413	add and maintain address history for any person's (e.g., party, attorney, participant, interested party, etc.) address including a history of all address changes and source of all changes.
414	designate the current mailing address for the entity on a case.
415	change person and organization identifying information and maintain a history of entries and data entry audit information.
416	automatically add and maintain a unique identifier for each person, including alias persons or organization record.
417	add and maintain one or more alias identities for a person and the source of alias information.
418	add and maintain aliases identifying the true name, the legal name, and identify the source of these names (e.g., driver's license, passport, etc.).
419	identify a true name person, where a true name record is defined as the one person record within a group of alias identities that is chosen as the preferred identity for use in court.
420	display a master person/organization record for a case participant that shows the history of all personal identifiers.
421	add and maintain a master person/organization record for a case participant that shows history of all personal identifiers.
422	merge person records when business rules allow.
423	move personal identification numbers (e.g., Department of Criminal Justice number, State Identification Number, etc.) from an alias to the true name person.
424	display same party types in groups on the screen (e.g., plaintiffs, defendants, etc.).
425	designate addresses as bad (e.g., returned mail, undeliverable mail, etc.), for the entity on a case.
426	The system shall provide the ability for one participant to act in multiple roles in a case or referral (e.g., a victim is also a restitution recipient).
427	add and maintain names, contact information, and an organization ID (NCIC# or ORI#) for an entity.
428	display custody status and a jail identifier for a party.
429	accept or reject changes to person data which result from person record changes by another court.
430	add and maintain notes about a person.
431	add and maintain accommodations needed to a person (e.g., needs wheelchair, requires low floor, etc.).
432	attach a reason to each assignment and reassignment and view the history.
433	add and maintain a person's family relationships.
434	add and maintain relationships between participants.
435	remove or end relationships between participants.
436	add and maintain a person's family relationships including but not limited to: <ul style="list-style-type: none"> • Type of relationship • Name • Add date • Court • Resides with • Responsible party
437	copy the home address and home telephone numbers between persons in a personal relationship when appropriate.
438	have multiple participants for a single participant type (e.g., multiple plaintiffs or defendants).
439	deactivate or delete a party from a case based on a user's role-based security profile.
440	deactivate or delete a participant or an organization (e.g., bank) if the participant is not associated or linked with a case, referral, or detention episode based on a user's role-based security profile.

Req #	The system must provide the ability to...
441	maintain a history of all participation in the case or referral and allow activating and inactivating participation on the case or referral.
442	associate a case participant with interpreter needs and language.
443	designate which participants should receive mail.
444	add and maintain a recusal list for judges and their relationships to parties, law firms, etc.
445	when reassigning a judge, consult the newly assigned judge's schedule to see if the judge has an opening that matches the original trial date, so the reassigned case is still on schedule.
446	track assigned judge, staff, and status of case.
447	add and maintain information about all trial court judicial officers (or visiting judges) who were involved in the trial court case.
448	assign or reassign (either automatically or manually) one or more court officials (e.g., judges, commissioners, case managers, etc.) to a case or group of cases, based on flexible rules.
449	add and maintain information on time spent by a judicial officer pending a decision (e.g., issues taken under advisement, etc.).
450	track hours spent on a case.
451	establish locally configured judicial officer rotation(s); including calendar and case assignments.
452	add and maintain an indicator or label (e.g., lead, standby, Pro Hac Vice, etc.) for the role a participant has on a case level.
453	add and maintain a self-represented litigant (SRL) designation on a case or person.
454	display the SRL or attorney status designation on display(s) and in report(s).
455	process State Bar of Texas data for attorney information.
456	add and maintain attorney information that includes, but is not limited to: names and contact information, company affiliation, etc.
457	add and maintain attorney status (e.g., active, inactive, disqualified, etc.), and provide alerts.
458	add and maintain information about out-of-state counsel.
459	add and maintain prosecutors and other offices, so that they can be used as valid counsel on a case instead of an individual attorney.
460	add and maintain court official name changes and employment history, including roles and assigned court(s) and employment start and end dates.
461	designate party information as confidential.
462	add and maintain a confidential designation for address and phone number at court level.
463	add and maintain an audit trail of specific person additions, modifications, corrections, and deletions including who made the entry, and when the entry was made.
464	add and maintain alert status of a person.
465	The system shall provide multiple methods (e.g., exact match, similar spellings, soundex, etc.) for searching foreign and hyphenated names.
466	promote consistent entering of all names, including foreign and hyphenated names.
467	add and maintain the final outcome and outcome date for an individual party – not just the entire case.

2.3.3.3 Search Case Data

Searching information related to a case.

Req #	The system must provide the ability to...
468	search for cases or case information using one or more identifiers for a case, and a person/entity to find all cases which meet the criteria.
469	search for pre-defined groups of docket entries.
470	filter and sort search results.
471	perform wildcard and soundex searches of free-form case text, such as case title and docket text.

Req #	The system must provide the ability to...
472	search and retrieve non-person based case information that occurs before a case is filed, if at all, for inclusion in index and workload statistics.
473	search and retrieve existing cases using multiple legacy case number formats.
474	search all data fields used to capture data.

2.3.3.4 File, Document, Property Management

Managing a case, legal documents or exhibits.

Req #	The system must provide the ability to...
475	add and maintain information about the physical location (e.g., storage location, who checked in, checked out, and when, etc.), and file count if one or more file/volume of non-electronic files.
476	track the physical location and chain of custody of one or more exhibits.
477	add and maintain exhibit data (e.g., source, number, admit or reject date, status, etc.) and an exhibit list for a case as exhibits are entered.
478	add and maintain the retention period, status, and distribution of exhibits; including related order(s) to destroy and/or return.
479	notify record management users when cases and associated documents have met the retention period and can be destroyed.

2.3.4 Calendaring/Scheduling

Managing schedules, time standards, resources, and events. Creating, and using reports for indexing, viewing, and monitoring all events, including outcomes.

2.3.4.1 Manage Case Schedules, Time Standards

Managing schedules and time standards to guide cases through the case management process.

Req #	The system must provide the ability to...
500	add and maintain fixed holidays (e.g., Independence Day, New Year's Day, etc.) on calendar 5 years in the future at a minimum.
501	add and maintain standard working hours and designate non-working days, such as weekends and holidays, for the entire court or individuals and default that information for all judicial officers and court staff.
502	calculate court days vs. calendar days.
503	lock all or individual deadlines associated with a case schedule. For example, if a case is continued and an updated schedule is generated, old deadlines and scheduled events may be locked (e.g., preserved).
504	override pre-defined local calendar configuration rules when scheduling a case/proceeding.
505	modify the case schedule if a plea entered triggers a different schedule.
506	add and maintain a schedule template of events globally for all case types at the state level, allowing modification at the local level.
507	automatically generate case schedules based on case type and complexity using pre-defined case schedule templates for events and timing. The system shall handle over 30 separate templates per court and allow each court to have their own templates and process rules.
508	automatically generate case schedules based on dates plus or minus days, factoring in holidays, weekends, judicial conferences and next available days.
509	add a date to the case schedule without a trial back/forward filing formula.
510	have one case schedule to apply to several causes of action.
511	assign a case schedule to a case at any time in the life of the case.
512	apply a default case schedule based on case type and/or cause of action.

Req #	The system must provide the ability to...
513	add and maintain time standards at the beginning of scheduling.
514	track conformance to time standards.
515	track the time intervals between events in a case.
516	add and maintain time standards set by statute or court rule per case type in order to allow the system to pre-calculate and track whether the standard was met.
517	calculate and subtract suspended time on a case from total time in process (e.g., on issues sent to appeal, federal bankruptcy, warrant, etc.).
518	note completion/compliance with deadlines.
519	generate amended case schedules, edit specific dates, and insert events
520	add and maintain scheduling rules associated with each event in a case schedule template. If an event in a case schedule falls on a non-working day, the template shall provide rules for whether the event must take place before the non-working day or if it may take place after the non-working day.
521	monitor cases under advisement.

2.3.4.2 Calendar Management, Schedule Resources and Participants; Ticklers and Alerts, Proceedings

Calendar and individual proceeding configuration including resources, types of events, proceeding outcomes, and all other attributes related to calendars and proceedings.

Req #	The system must provide the ability to...
522	add and maintain non-judicial days and judicial availability.
523	designate a case as jury, non-jury, or 6 person jury.
524	schedule or reschedule multiple (e.g., unlimited) cases and resources in a batch.
525	add and maintain a default sequence for cases scheduled in a calendar, allow the user to sort the sequence by various criteria, and reorder individual cases as needed.
526	automatically backfill a calendar with additional proceedings as proceedings drop off the calendar (with override capabilities).
527	designate if a proceeding is a last minute add-on to the calendar.
528	add and maintain a pool of resources for each court, including but not limited to: <ul style="list-style-type: none"> • Judges • Interpreters • Courtrooms • Equipment • Service providers • Court reporter • Courtroom Clerk
529	display all future events for a case during manual scheduling and rescheduling to manage conflicts.
530	add and maintain data about proceedings including, but not limited to, the following fields: date, time, location, proceeding type/subtype, free text, notes, judicial official, duration, and status (e.g., confirmed, stricken, cancelled, continued, etc.). This function shall include the ability to add and maintain recurring events.
531	continue proceedings, note reason(s), and add and maintain details about the new proceeding (e.g., moving the details of the proceeding to the new proceeding).
532	display proceedings by month view, day view and week view, including the ability to display case counts and filter the views by judge or calendar.
533	cancel future proceedings automatically if the case status is changed to resolved/closed with the ability to override.
534	filter proceeding types available to the user, based on case type and/or calendar.

Req #	The system must provide the ability to...
535	have multiple proceeding types to be scheduled for the same calendar.
536	follow business rules for automatically scheduling a proceeding event, with override capabilities.
537	add and maintain a history of proceedings set and the outcome of each, for a case.
538	search for an eligible calendar based on availability of multiple criteria to set a proceeding.
539	retain resources and confirmation information with a moved proceeding when re-scheduling a proceeding to another date.
540	group multiple cases for a single proceeding, and record / report those proceedings as a single proceeding or case.
541	group multiple cases for a single proceeding, and record / report those proceedings as multiple proceedings or cases.
542	add and maintain statewide proceeding types based on case type and cause of action.
543	add and maintain information about the proceeding (e.g., an attorney on the case is going to argue the case or waive argument, a party is waiving appearance, whether a charge is going to be amended, etc.).
544	add and maintain information about the method used to record a proceeding (e.g., court reporter, video, audio, none, etc.).
545	add and maintain the outcome of a scheduled proceeding.
546	add and maintain minute entries at the time of the proceeding for the purpose of recording the outcome of proceedings and other events.
547	add and maintain information about a moving party when scheduling a proceeding.
548	add and maintain information for calendars (e.g., date, time, location, proceeding type/subtype, free text, notes, judicial official, duration, status calendar discontinued, and start/end date of the calendar).
549	specify estimated default duration of time for the case event or trial.
550	schedule a maximum number of events for specific, user-specified time interval by event type (e.g., calendar, etc.), judge, and other criteria.
551	add and maintain the minimum and maximum number of cases that are assigned to a calendar and to quickly identify those calendars so the scheduled cases may be cancelled and rescheduled if appropriate. This information should be configurable at the local court and judicial officer level.
552	override the maximum number of cases that can be assigned to a calendar.
553	add and maintain a recurring calendar for a specific case type or event (e.g., Theft, Arraignment) with or without assigning any resources.
554	add and maintain information about a specific site (e.g., a physical building) with a scheduled calendar of time and a specific judicial officer for the purpose of indicating that a judicial officer is available but only at a specific site.
555	add and maintain a master schedule for each judicial officer and/or courtroom within a court.
556	combine calendars for multiple courts or counties.
557	support scheduling for multiple courts and locations.
558	add and maintain and maintain relationships among court resources (e.g., relate a judge to a specific court reporter, etc.).
559	transfer resources related to a proceeding from one proceeding to another proceeding scheduled.
560	modify or reassign various assigned resources to different court calendars.
561	assign one or more resources to court proceedings or calendars.
562	add and maintain rules to enable efficient use of resource time (e.g., schedule all of a participant's proceedings at the same time and location, etc.).
563	search other courts' calendars, when scheduling individuals, to identify conflicts.
564	check, notify, and report unavailability and conflicts for the resources when scheduling a case and participants.
565	automate tickler capability based on business rules and statutory requirements.
566	add and maintain ticklers for court staff when specified inactivity on a case requires attention.

Req #	The system must provide the ability to...
567	modify or update existing ticklers.
568	alert the user when a case is filed with no scheduled next event or when displaying pending cases with no scheduled next event.
569	display alerts/edits when attempting to set a proceeding on a calendar which is not pre- defined or a non-court date.
570	alert or notify users of specified events, based on locally defined needs.
571	alert the user to given conditions defined at the local level (e.g., security, custody status, co-defendants, etc.) when displaying a case.
572	generate alerts for defined actions or inactions statewide.
573	add and maintain user-activated or – deactivated visual reinforcement to ensure user sees tickler message.
574	generate manual ticklers based on business rules and statutory requirements.
575	notify non-case participants of scheduled events.
576	display real time case participant check-in (e.g., witnesses).
577	notify the user of possible conflicts when scheduling a replacement judicial officer.
578	alert the user to ask for a valid address or contact information for self-represented litigant participants (e.g., for notifications, correspondence, etc.).
579	import calendar data from and export calendar data to other applications in a common format.
580	have participants schedule proceedings on the calendar using smart forms. (Optional)

2.3.4.3 Calendar Display, Printing and Distribution

Configuration of calendars for output to display, print and distribute in multiple formats.

Req #	The system must provide the ability to...
581	select multiple calendars to prepare simultaneously.
582	distribute calendars electronically or in paper format.
583	apply rules governing what information appears on the calendar (e.g., internal and public view; screen view, and print, etc.), with the ability to configure locally.
584	lock and unlock on demand a calendar prior to publication.
585	limit access to locked calendars based on security level of user.
586	define the calendar format (e.g., title, participants to list/notify, by review type, proceeding type, and locally for each court, etc.).
587	generate a calendar in a format that allows the public Court calendar to be displayed on the Internet.
588	generate web-viewable court calendars that provide links to the public-view case docket report from the web-based court calendar.
589	add and maintain a free-form comment associated with a proceeding that will appear on a calendar.
590	identify and alert user when additional proceedings are added to a calendar that has already been generated.

2.3.5 Document Generation and Processing

Managing documents for creating, distributing, reporting, and tracking. This includes template creation, and management.

Req #	The system must provide the ability to...
591	maintain local document templates (e.g., calendars, notices, minute forms, etc.) and associated start and end use dates for each template.

Req #	The system must provide the ability to...
592	associate each document template to the type of document or court event for which they are used.
593	accommodate document templates in foreign languages and with foreign character sets.
594	add and maintain document templates for each court, providing a standard audit trail of changes to the document.
595	maintain different notification methods. (e.g., Email, postal mail, text messages, phones, etc.)
596	add, display, or print (including ability to reprint) court orders (including informal, preliminary, and final orders) resulting from proceedings and other judicial proceedings in real-time.
597	prepare, print, display, and disseminate multiple copies of the same notice to different parties.
598	display any printed output, print any screen display, and print any document individually or in a group, when scheduled or on request.
599	print addresses on envelopes for letters which are system generated.
600	assign a local printer to a user for specific use.
601	generate automatic proceeding notice when scheduled or rescheduled.
602	automatically and/or manually generate notices to parties when a case is assigned or reassigned.
603	send a proceeding notice for a single party to multiple addresses.
604	notify participants and resources that they are no longer needed if a case comes off the calendar.
605	generate reminders to be sent to Case participants.
606	prepare, print, view/display, disseminate notices for proceeding participants.
607	generate a single notice for an attorney who represents multiple parties on a case, or for a participant who has multiple roles in the case.
608	include name and addresses of parties and attorneys on a generated document, according to pre-defined rules.
609	edit a system-generated document before submitting, distributing, or printing it.
610	support production of bar codes on labels and documents.
611	generate documents (e.g., setting letters/calendar notices, etc.) in a batch mode.
612	generate and process documents through a workflow (using a queue for the next action).

2.3.6 Disposition

Adjudication or settlement of all issues in a case (e.g., plea, trial verdict, oral order). Some issues occur independently of other issues. Case “completion” (closure) occurs when all necessary dispositive documents are filed with the clerk.

2.3.6.1 Case Closure

Req #	The system must provide the ability to...
700	maintain rules to allow disposition of a case, by case type, and by a combination of case type and cause code.
701	add and maintain multiple subsequent dispositions in a single case which may begin new statistical and time standards tracking.
702	associate or link a disposition with specific case charge(s) or referral reason(s).
703	add and maintain the criminal disposition information for each charge.
704	add and maintain all modification of conditions associated with a case disposition.
705	add, edit, and view on a per change basis the criminal disposition information for each charge.
706	electronically sign orders by case participants and judge.
707	add and maintain all disposition orders and diversion agreements associated with a referral.
708	resolve and complete a case.
709	reopen a closed or transferred case.

Req #	The system must provide the ability to...
710	upon completion of a case, to automatically cancel any future scheduled events and allow for the automatic insertion of a disposition reason (e.g., Not Held).
711	establish record retention schedule templates including start and end use dates for the template.

2.3.6.2 Post-Disposition (Judgments, Compliance, Execution)

Req #	The system must provide the ability to...
712	add, view, modify, print, and maintain separate judgment indexes (e.g., judgment book) that show original and subsequent judgments by case and party.
713	automatically add a Judgment upon completion of a case when a party owes money to a case participant.
714	provide notification for change of jurisdiction in a Juvenile case (post adjudication).
715	add post adjudication sentencing information.
716	allow the reopening of a case and reset timeframes as appropriate.

2.3.7 Work-Flow

The Offeror must provide the ability to automate role-based work-flows from configurable business rules with multiple parameters. This includes distributing data to other process, email, queues, views, data sources and external applications. The system must also support the resolution of task activity dependencies, rejected tasks and the prioritization of tasks.

Where appropriate, the system must notify users of time standards and provide reminders to ensure that the work-flow does not get backlogged.

2.3.8 Judicial Access

The Offeror must provide the ability to allow Judges to operate effectively in a paperless environment.

Req #	The system must provide the ability to...
800	allow a judge to review a daily docket of all cases.
801	Allow a judge to review a daily docket of all cases.
802	Allow a judge to review any documents associated with a case.
803	Allow a judge to annotate on a particular case document for personal use only.
804	Allow a judge to modify and then electronically sign documents in compliance with Rule 21(f)(7) of the Texas Rules of Civil Procedure and Rule 9.1(c) of the Texas Rules of Appellate Procedure.
805	allow a judge to electronically file orders to the clerk's office.
806	allow a judge to review any other civil or criminal cases that a party may be associated with.
807	allow judges to perform judicial access requirements across jurisdictions as allowed by role-based security profile without separate logins.
808*	allow a judge to review/approve/reject attorney fee vouchers for appointed counsel.
809*	allow a judge to place a judicial hold on an attorney from receiving any new appointments.

2.3.9 Management and Statistical Reports

Req #	The system must provide the ability to...
900	the user the option to choose either the pre-defined system reports or develop ad hoc reports.
901	drill down to data from query results.

Req #	The system must provide the ability to...
902	sort and filter report results.
903	select the beginning and end date/time for a report range.
904	locally configure the result columns; allow a user to choose the column(s) to sort, and to sort the list alphabetically, numerically, or chronologically.
905	batch reports to be run together.
906	schedule when a report is to run, controllable at local court level.
907	notify a user when the report has been completed and ready for printing or display.
908	export data in different electronic formats, including at a minimum, XML, comma delimited flat files, excel and PDF.
909	run longitudinal reports needed to meet reporting requirements of Trial Court Measures outlined in CourTools (see http://www.courtools.org for more information).
910	run system financial reports to support county financial reconciliation processes, including, but not limited to: <ul style="list-style-type: none"> • daily cashing reports • reconciliation reports • financial summary reports
911	present a dashboard or relevant information based on the user's role. It must be configurable by user, limited by role-based security.
912	run system statistical reports to show users the data that will be submitted electronically to external entities.
913	fulfill all statutory reporting requirements for district and county clerk offices. For a complete listing of reporting requirements, review http://www.txcourts.gov/pubs/Manuals/dclerk/dc_rptg_table.pdf (District clerk reporting) http://www.txcourts.gov/pubs/Manuals/ccclerk/cc_reporting_table.pdf (County clerk reporting)
914*	run system reports to show the effectiveness of the county's indigent defense program. Including: <ul style="list-style-type: none"> • Timeliness of magistration: Average time between arrest and magistration for each arrestee and list of cases that were not in compliance with statutory requirements. • Timeliness of transmission of request for counsel to appointing authority (for systems in which the official taking the request does not have the authority to appoint): Average time between request for counsel and transmission of request to appointing authority and list of cases that were not in compliance with statutory requirements. • Timeliness of appointment: Average time between request for counsel and appointment of counsel for each indigent defendant, taking into consideration whether the request occurred before, during, or after Article 15.17 hearing and list of cases that were not in compliance with statutory requirements. • Timeliness of first attorney contact: Average time between appointment and first attorney contact and list of cases that were not in compliance with statutory requirements. • Timeliness of attorney interview with client: Average time between appointment and attorney interview with client. • Average pre-disposition jail days for felony defendants with cases disposed during the reporting period. • Average pre-disposition jail days for misdemeanor defendants with cases disposed during the reporting period. • Average case processing time for cases disposed during the reporting period, including arrest to disposition, appointment to disposition, and filing date to disposition.

2.3.10 Attorney Access

Req #	The system must provide the ability to...
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Req #	The system must provide the ability to...
1001	allow attorneys to have access to case information and documents as allowed by their role-based security profile.
1002	restrict access to documents deemed sealed or sensitive by the clerk's office.
1003	provide secure access to attorneys for cases and documents where the attorney is the attorney of record.
1004	provide role-based access to other roles as configured.
1005*	provide a secure mechanism for appointed attorneys to create/review/submit attorney fee vouchers for approval.
1006*	provide a secure mechanism for appointed attorneys to place themselves on hold from receiving new appointments.

2.3.11 Other Tools

The Offeror must describe any additional tools or modules that will be included in the Baseline System but are not contemplated in the requirements listed above.

2.4 System Security Requirements

The Offeror must include access controls over functions as well as ensuring the confidentiality of sensitive and private information. Offeror should describe the overall security features of the system, explain how software and hardware security controls are used to enable or restrict access to documents, functions and data, and identify integrity features which would enable multiple user groups such as courts and justice partners to share the system and have access to the same data while maintaining data integrity.

The system must comply with Texas Administrative Code, Title 1, Chapter 202.

2.4.1 Encryption

The system must encrypt data transmission (to and from the hosted application) and store data at rest in an encrypted format. The system must be implemented to encrypt data transmission as well and must not be provided on the same server as the underlying system.

2.4.2 Hosted Services location

The system and data stored by the system must be hosted in a SSAE 16 compliant data center located within the continental United States. Preference is given to a system whose primary datacenter is hosted within Texas. The Offeror should also describe the disaster recovery plan for the primary datacenter.

2.4.3 Authentication and Access Control

In addition to role-based and case security, the Offeror must provide detailed plans and processes to ensure that Offeror employees working with the back-end systems, including production application and database servers, have appropriate separation of powers to insure the security and integrity of court data.

2.4.4 Security Logging

The system must log all access to end user applications, data, and user configuration and maintenance screens. The system must provide access to the security log in a human readable format for investigative purposes.

2.4.5 Security Incidents

Offeror must provide its proposed plan to address security incidents, including notification, investigation, response and remedial options.

2.5 External Interface Requirements

The provided solution must integrate with the systems below. If the exchange is available bi-directionally, the solution must also accept the returns from the external system.

Additionally, interfaces may potentially change or new ones may be added. Since the system is required to have the ability to export data in a XML format, the Selected Offeror must update interfaces within a reasonable time.

2.5.1 eFileTexas.gov (eFiling and Document Management)

eFileTexas.gov provides two-way integrated electronic filing. This system must be able to receive and appropriately respond to the web API calls made by eFileTexas.gov. A full listing of API technical documentation is available upon request.

2.5.2 Texas Judicial Council (Monthly Court Activity Reports)

The Texas Judicial Council requires monthly court activity reports from each court clerk that includes new and disposed case information. Information about the reports as well as required data elements, technical XML specifications, and submission instructions are available at <http://www.txcourts.gov/oca/required.asp>

2.5.3 Department of Public Safety (Electronic Disposition Reporting, National Instant Criminal Background Check System)

The Texas Department of Public Safety also requires reporting on criminal dispositions through its electronic disposition reporting (EDR) and the reporting of prohibited person information to the FBI for use with the National Instant Criminal Background Check System (NICS).

Both EDR and NICS accept a secure electronic file upload. Information on both systems, including file formats is available at http://www.txdps.state.tx.us/administration/crime_records/pages/cjisSite.htm

2.6 Implementation Requirements

The Selected Offeror must work with OCA to establish a standard implementation of the Baseline System. This includes standard code tables and configurations consistent with the JCIT standard system configuration discussed in Section 2.1 for the Baseline System. The Offeror will be required to work with the district/county clerk and staff to implement the system at the local level. The Offeror should consider that in some counties, especially those with a population of less than 20,000, no infrastructure exists and users have little to no technical expertise.

2.7 Training Requirements

The Selected Offeror must provide training for end-users. The training should be sufficient to guide users with little or no technical experience. Additionally, Offeror may have to travel to on-site premises to do live training as well.

2.8 Support Requirements

The Selected Offeror must provide customer support to all categories of end-users from 7am to 7pm, local court time. Offeror's support must be sufficiently wide (varying end-user groups) and deep (varying technical abilities). Customer support may be heavy at certain times of the day (beginning of the work day, end of the work day, end of the week) and staffing for support may need to flex with busy times.

The Offeror shall provide a written proposal for on-going technical support of the product. The proposal shall discuss Help Desk support and problem resolution including:

- Access method(s) (such as a 1.800 number, Internet chat, email, remote diagnosis)

- Days and hours of operation and after-hours coverage, including initial response time commitments for each.
- Problem logging and tracking mechanism
- Documentation of problem history and resolution
- Definitions of the various levels of problem severity
- Average response time between defect report and installed fix, by severity
- Application and distribution process for system fixes
- Escalation process for unresolved critical problems
- How any third party software incorporated as part of the system shall be supported
- Availability to act as the single point of contact (if multiple vendors are used)
- Availability of user discussion groups
- Availability of a user knowledge base or FAQ for routine support issues.
- Availability of newsletters

The Offeror must describe how it shall provide warranty services for the Baseline System covering the full term of the Contract. The Offeror must include in the Offer a description of standard warranty policies for all applicable product(s), any relationships with third-party maintainers, any warranty management and reporting services, and any other information that is appropriate and necessary for a full and complete description of the warranty coverage.

2.9 Contract Deliverables and Acceptance

Each of the items listed below shall be a separate contract deliverable. Following the completion of each deliverable, each deliverable is subject to acceptance testing or review to determine whether the deliverable meets the specification requirements provided in this Section. OCA reserves the right in its sole discretion to waive all or part of any of the acceptance testing or review requirements in this Section.

Acceptance by OCA shall not foreclose or diminish OCA's right to demand strict compliance with the Contract if defects in the Baseline System or deviations from the requirements of the Contract are discovered following acceptance.

- **Deliverable 1 – Production Readiness (One-Time Deliverable)**
Acceptance Criteria – once OCA determines that the Hardware/Software/Hosting meets the RFO Statement of Work requirements for a Baseline System and the Hardware/Software/Hosting is ready for implementation of system configuration requirements consistent with JCIT's standards for a case management system.
- **Deliverable 2 – Production Per County (One-Time Cost Per County)**
 - **2A Additional Hardware/Software/Hosting**
Acceptance Criteria – once OCA determines that any additional hardware/software/hosting needed to support the designated county is available for use.
 - **2B Configuration**
Acceptance Criteria – once OCA determines that the configuration of the Baseline System meets the RFO Statement of Work requirements and the JCIT system configuration requirements and is ready for implementation in the designated county.

- **2C Implementation/Testing**
Acceptance Criteria – once OCA determines that the designated county has completed testing the system and is ready to implement the system in the county.
- **2D Training/Go Live**
Acceptance Criteria – once OCA receives verification from the designated county that training has occurred and been adequate to enable county personnel to use the system.
- **Deliverable 3 – Support/Maintenance (Ongoing Quarterly Cost per County)**
Acceptance Criteria – once OCA confirms that the designated counties being provided maintenance and support have implemented the system and are now in maintenance mode.

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Section 3. Historically Underutilized Business (HUB) Participation

NOTE: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, DUE TO THE TIME FRAME PROVIDED FOR THE SUBMISSION OF OFFERS IN RESPONSE TO THIS RFO, THERE WILL BE A TWO-TIERED SUBMISSION SCHEDULE FOR SUBMISSION OF THE OFFER AND THE HUB SUBCONTRACTING PLAN (HSP). A COMPLETED HSP MUST BE SUBMITTED TO OCA BY SEPTEMBER 25, 2014. FAILURE TO SUBMIT A COMPLETED HSP BY SEPTEMBER 25, 2014, WILL RESULT IN REJECTION OF THE OFFER.

In accordance with Texas Government Code §2161.252, an Offer that does not contain an HSP is considered to be non-responsive and will be rejected without further evaluation. In addition, if OCA determines that the HSP was not developed in good faith, it will reject the Offer for failing to comply with material RFO specifications.

The HSP form is attached to this RFO as exhibit D. The form and related documents can be found on the Texas Comptroller of Public Accounts (CPA) website at

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

3.1 Introduction

OCA is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. OCA encourages the use of Historically Underutilized Businesses (HUBs) by race, ethnic, and gender classification. In its strategic plan, OCA has committed to make a good faith effort to meet or exceed statewide HUB goals.

Pursuant to Texas Government Code §2161.181 and §2161.182, Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter B, §20.13 and OCA's strategic plan, OCA is required to make a good faith effort to increase HUB participation in its contracts. OCA's goal is to increase HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

OCA has adopted the CPA HUB rules as its own. The CPA rules are located in TAC Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between OCA administrative rules and this RFO, the rules shall take priority.

3.2 HUB Participation Goals

The CPA has established statewide HUB participation goals for different categories of contracts identified in TAC Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the statewide annual HUB utilization goals, OCA encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs for subcontracting in the procurement process.

This contract is classified as an "**All Other Services Contracts**" procurement under the CPA's rules. The statewide annual HUB utilization goal for "All Other Services Contracts" is **24.6 percent** per fiscal year. OCA has determined that the goal for this contract is 24.6 percent.

3.3 Required HUB Subcontracting Plan

In accordance with Texas Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of \$100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether HUB subcontracting opportunities are probable under the contract.

In accordance with TAC Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14(a)(1)(C), of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract.

OCA has determined that HUB subcontracting opportunities are probable for this RFO. (See Section 3.5) As a result, Offeror must submit an HSP by September 25, 2014. The HSP is required whether Offeror intends to subcontract or not.

In the HSP, Offeror must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt Offeror from completing the HSP requirement.

OCA shall review the documentation submitted by Offeror to determine if a good faith effort has been established in accordance with the solicitation and HSP requirements. During the good faith effort evaluation, OCA may, at its discretion, allow revisions necessary to clarify and enhance information submitted with the original HSP.

If OCA determines Offeror's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be documented in the procurement file.

3.4 CPA Centralized Master Bidders List

Offeror may search for HUB subcontractors in the CPA Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA website at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>.

3.5 Potential Subcontracting Opportunities

For this procurement, OCA has identified the following class and item codes for potential subcontracting opportunities.

National Institute of Governmental Purchasing (NIGP) Class/Item Code:

- Class 915 – Item 05 Low Volume, Telephone Call Answering Services
- Class 915 – Item 09 Audio/Video Production Services Complete
- Class 915 – Item 23 Conference Coordinating and Planning Services
- Class 915 – Item 27 Editorial Services
- Class 915 – Item 28* Electronic Information and Mailing Services
- Class 915 – Item 44* Fulfillment (Includes Data Processing, Packaging, Labeling and Mailing of Literature as a Package)
- Class 915 – Item 49* High Volume, Telephone Call Answering Services
- Class 915 – Item 51* Information Highway Electronic Services (Internet, World Wide Web, Virtual Tours to include Construction Rendering, etc.)
- Class 915 – Item 73 Public Information Services (Incl. Press Releases)
- Class 918 – Item 28* Computer Hardware Consulting
- Class 918 – Item 29* Computer Software Consulting
- Class 918 – Item 30* Computer Network Consulting
- Class 918 – Item 38 Education and Training Consulting
- Class 918 – Item 58 Governmental Consulting

- Class 918 – Item 74 Legal Consulting
- Class 918 – Item 75 Management Consulting
- Class 918 – Item 76 Marketing Consulting
- Class 918 – Item 77 Mail Consulting Services
- Class 918 – Item 95* Telecommunications Consulting
- Class 920 – Item 03* Application Service Provider (ASP) - (web based hosted)
- Class 920 – Item 21* Data Entry Services
- Class 920 – Item 26* Desktop Publishing Services
- Class 920 – Item 28* Emergency Back-up Services and Facilities for Data Processing
- Class 920 – Item 31* Installation of Computers, Peripherals, and Related Equipment (Including Software)
- Class 920 – Item 39* Processing System Services, Data (Not Otherwise Classified)
- Class 920 – Item 45* Software Maintenance/Support
- Class 920 – Item 64* System Implementation and Engineering Services
- Class 920 – Item 91* Training, Computer Based (Software Supported)
- Class 924 – Item 16 Course Development Services, Instructional/Training
- Class 924 – Item 40* Instructor-led, Classroom Training (Technical)
- Class 924 – Item 41 Instructor-led, Classroom Training (Non-Technical)
- Class 966 – Item 18 Copying Services (Reproduction)
- Class 966 – Item 51 Letterheads Printed
- Class 966 – Item 76 Print-On-Demand Printing Services (Including Print and Distribute Services)

* - This item may contain an Automated Information Systems (AIS)/Telecommunications component or service.

Offeror is not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the Offeror should identify the NIGP class/item codes for all services proposed in the HSP. A list of all NIGP class/item codes is available at http://www.window.state.tx.us/procurement/com_book/

OCA does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA CMBL. The list of certified HUBs is subject to change, so the Offeror is encouraged to refer to the CMBL often to find the most current listing of HUBs.

3.6 HUB Subcontracting Procedures – If an Offeror Intends to Subcontract

An HSP must demonstrate that the Offeror made a good faith effort to comply with OCA HUB policies and procedures. The following subparts outline the items that OCA will review in determining whether an HSP meets the good faith effort standard.

3.6.1 Identify Subcontracting Areas and Divide into Reasonable Lots

Offeror should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

3.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that Offeror made a good faith effort to subcontract with HUBs. Offeror's good faith efforts shall be shown through utilization of one or more methods identified below in conformance with the development and submission of the HSP.

3.6.2.1 Method 1: Offeror Intends to Subcontract with only HUBs

The Offeror must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms **100 percent** of all available subcontracting opportunities will be performed by one or more HUBs.

3.6.2.2 Method 2: Offeror Intends to Subcontract with HUB Protégé(s)

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program (see <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/> for more information), submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in Section B-1 of the HUB Subcontracting Plan (HSP), constitutes a good faith effort to subcontract with a Texas certified HUB toward that specific portion of work. Offeror must identify in the HSP the HUB protégé(s) that will be utilized and should:

1. Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to OCA; and
2. Identify areas of the HSP that will be performed by the protégé.

OCA will accept a Mentor Protégé Agreement that has been entered into by Offeror (mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When an Offeror proposes to subcontract with a protégé(s), it does not need to provide notice to three HUB vendors for that subcontracted area.

3.6.2.3 Method 3: Offeror Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal)

Offeror must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have an existing contract with Offeror for five years or less may be used to comply with the good faith effort requirements.

Offerors may also use non-HUB subcontractors once the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation.

3.6.2.4 Method 4: Offeror Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal)

The Offeror must identify in the HSP and submit documentation regarding the following requirements:

- Written notification to minority or women business trade organizations and development centers to assist in identifying potential HUBs of the subcontracting opportunities the Offeror intends to subcontract.

Offeror must give notice to minority or women business trade organizations and development centers at least seven working days prior to deadline for submission of Offers, July 25, 2014, for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on the CPA website under the Minority and Women Organizations at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/> .

- Written notification to at least three HUB businesses of the subcontracting opportunities that

Offeror intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting offers and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the Offeror.

Offeror must give potential HUB subcontractors a reasonable amount of time, at least thirty working days prior to the submission of the Offeror's HSP to respond to the notice.

Offeror must also use the CMBL, Mentor Protégé list, the HUB Directory, and Internet resources when searching for HUB subcontractors. Offerors may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified applicants for the HUB program.

3.6.3 Written Justification of the Selection Process

OCA will determine if a good faith effort was made by Offeror in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to Offeror's good faith efforts in developing and submission of the HSP. OCA may require Offeror to submit additional documentation explaining how Offeror made a good faith effort in accordance with the solicitation.

Offeror must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that Offeror negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

3.7 Method 5: HUB Subcontracting Procedures – If a Offeror Does Not Intend to Subcontract

If Offeror plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP. Offeror must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 3.5. In addition, Offeror must identify the sections of the offer that describe how it will complete the Statement of Work using its own resources or provide a statement explaining how it will complete the Statement of Work using its own resources. Offeror must agree to comply with the following, if requested by OCA:

- Provide evidence of sufficient Offeror staffing to meet the RFO requirements;
- Provide monthly payroll records showing Offeror staff fully dedicated to the contract;
- Allow OCA to conduct an on-site review of company headquarters or work site where services are to be performed; and
- Provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

3.8 Post-award HSP Requirements

The HSP will be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the Successful Offeror. After contract award, OCA will coordinate a post-award meeting with the Successful Offeror (Contractor) to discuss HSP reporting requirements. Contractor must maintain business records documenting compliance with the HSP and must submit

monthly reports to OCA by completing the HUB “Prime Contractor Progress Assessment Report” (available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>). This monthly report is required, as a condition for payment, to report to OCA the identity and the amount paid to all subcontractors.

As a condition of award, Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the OCA Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties to the contract amend the contract to include a change to the statement of work or add funding, OCA will evaluate to determine the probability of additional subcontracting opportunities. When applicable, Contractor must submit an HSP change request for OCA review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, Contractor will obtain prior written approval from OCA before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of an HSP.

If Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in this Section (e.g., divide work into reasonable lots, notify at least three vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program). For this reason, OCA encourages Offeror to identify, as part of its HSP, multiple subcontractors who are able to perform the work in each area Offeror plans to subcontract. Selecting additional subcontractors may help Contractor to make changes to its original HSP, when needed, and will allow OCA to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements may constitute a breach of contract, and will be subject to remedial actions. OCA may also report noncompliance to the CPA in accordance with the vendor performance (34 T.A.C. §20.108) and debarment program (34 T.A.C. §20.105).

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Section 4. Offer Instructions/Requirements

4.1 Schedule of Events

The following is the schedule for this RFO:

EVENT	DATE	TIME
Issue RFO	July 1, 2014	n/a
Offeror's Conference	July 8, 2014	1:00 p.m.
Deadline for Submission of Questions	July 11, 2014	3:00 p.m.
Deadline for Submission of Offers	July 25, 2014	3:00 p.m.
Offer Opening	July 25, 2014	3:30 p.m.
Deadline for Submission of Completed HSP	September 25, 2014	3:00 p.m.
Product Demonstrations, if requested	TBD	various
Expected Award of Contract	Spring 2015	n/a

4.2 Revisions to Schedule

OCA reserves the right to change the dates in the Schedule of Events. Changes to Offeror's Conference, Deadline for Submission of Questions, Answers to Submitted Questions Posted, Deadline for Submission of Offers, and Offer Opening will be provided by posting an Addendum on OCA's Procurements Web page at <http://www.courts.state.tx.us/contract/procurements.asp> and on the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us>.

4.3 Offeror's Conference

OCA will host an Offeror's conference for potential Offerors, on July 8, 2014 at 1:00 P.M. Central Time. The location of the Offeror's conference is at the Supreme Court of Texas, Supreme Court Building, 201 W. 14th Street, Supreme Court Courtroom, Austin, Texas 78701.

4.4 Best Response and Exceptions

Offeror is encouraged to provide its best response to the specifications, terms and conditions contained herein. Any exceptions to these specifications, terms and conditions must be explicitly set forth in the Offer under a separate section entitled "Exceptions." At OCA's sole discretion, such exceptions may result in this solicitation not being awarded to an Offeror.

4.5 **Offer Requirements**

- (a) **Costs.** Offerors are responsible for all costs of Offer preparation.
- (b) **No copyrights.** OCA will not consider any Offer that bears a copyright.
- (c) **Nondisclosure; Public Access to Records.** Following the award of a Contract, responses to this RFO are subject to release under Rule 12 of the Rules of Judicial Administration unless the response or specific parts of the response can be shown to be exempt under Rule 12. All Offerors are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or other proprietary information. OCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Offeror.

If an Offeror believes that any portion of the offer is confidential, then Offeror must so specify. Offeror must indicate the specific part or page of the Offer which Offeror believes to be confidential. In the event OCA receives a request for portions of an Offer marked as confidential, OCA will notify Offeror whose offer is the subject of the request so that they may provide any authority for withholding the information.

- (d) **Format.** Offerors shall submit one electronic copy of the Offer. The electronic copy must be formatted as searchable PDF files and stored on a standard USB drive, CD, or DVD. The electronic copy may not contain audio or video or use embedded fonts. Submission pages must be numbered and contain an organized, paginated table of contents.
- (e) **Requirements Submission.** Listed below is a summary of information required to be included in an Offer responding to this RFO. The sections in the Requirements Submission should be numbered, titled, and ordered as shown below. OCA reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.
 - 1. **Offeror Information.** Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Offeror has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Offeror's primary contact.
 - 2. **High Level Project Plan.** Include a project plan that outlines a timeline for the deliverables outlined in Section 2.9. The Baseline System with JCIT standard system configurations and the first county in production must be completed no later than January 1, 2016. The plan should include the speed and frequency that counties can be moved to production.
 - 3. **Product Compliance.** Address how the Offeror provided system meets or exceeds the requirements outlined in Section 2 of this RFO. This section of the Offer must contain the same headings in the same order as shown in Section 2 of this RFO. The Offeror should also note any requirements in Section 2 that Offeror's provided system is unable to meet.
 - 4. **Experience and Qualifications.** Complete and provide the Offeror Questionnaire included as Exhibit C in this RFO. The questionnaire solicits information about Offeror's contacts, references, previous contract terminations, experience, and personnel (including employees and subcontractors).

5. **Financial Solvency and Insurance Information.** Include Offeror's most recent annual financial report or year-end financial statements, and proof of liability insurance and workers compensation coverage.

6. **Statement of Objectivity.** It is the policy of the State of Texas that a state officer or state employee may not have a direct or indirect interest, including financial and other interests, or engage in a business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the officer's or employee's duties in the public interest. Offeror must include a statement that Offeror has no actual or potential conflicts of interest in providing services under the Contract and that Offeror's provision of services under the Contract would not reasonably create an appearance of impropriety. OCA may conditionally accept an offer without this statement, but may not award a contract without it.

7. **Historically Underutilized Businesses (HUB) Subcontracting Plan (HSP).** As mentioned in Section 3, a completed HSP (attached to this RFO as Exhibit D) must be submitted to OCA by September 25, 2014. Failure to submit a completed HSP by September 25, 2014 will result in rejection of the Offer.

8. **Execution of Offer.** OCA will reject offers without an Execution of Offer (included as Exhibit B to this RFO) signed by a person with authority to bind the Offeror to a contract.

9. **License/Use Agreements.** If the Offeror is offering commercially licensed software, the Offeror must describe the licensing arrangement it will require for the deployment of the Baseline System to participating counties. The Offer must also include all terms and conditions of any licenses or user agreements Offeror will require OCA or the participating counties to execute prior to use of the Baseline System.

- (f) **Pricing Submission.** The Pricing Submission (Exhibit A) must be fully completed and submitted separately from the Requirements Submission. No price information may be included in any other portion of the Offer. The sections in the Pricing Submission should be numbered, titled, and ordered as shown in Exhibit A.

Pricing Submissions must contemplate any county in Texas using the system described in Section 2.

If Offeror anticipates allowing participating counties, at the counties' cost, to deviate from the Baseline System and standard system configuration provided by JCIT, Offeror must include in the Pricing Submission the fees Offeror will charge the counties for the development/installation and professional services to support any deviations requested by the counties.

The Pricing Submission must be clearly marked with the title: "Requisition 212-4-0672 – PRICING SUBMISSION for Case Management." **Pricing Submissions must be irrevocable through October 31, 2015.**

4.6 **Inquiries**

Any inquiries shall be submitted in writing to Veronica M. Strong, CTPM at veronica.strong@txcourts.gov by 3:00 p.m. Central Time on July 11, 2014, as specified in Section 4.1 above.

OCA will post written responses to inquiries on its Procurements Web page at <http://www.courts.state.tx.us/contract/procurements.asp> and the ESBD (Electronic State Business Daily) at <http://esbd.cpa.state.tx.us/>.

It is the responsibility of interested parties to periodically check the ESD for updates to the procurement prior to submitting an offer. The Offeror's failure to periodically check the ESD will in no way release the Selected Offeror from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

Except as otherwise provided in this Section, upon issuance of this RFO, other employees and representatives of OCA will not answer questions or otherwise discuss the contents of the RFO with any potential Offeror or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFO.

4.7 Offer Submission

All Offers shall be received at OCA prior to July 25, 2014 at 3:00 p.m. Central Time, as specified in the Schedule of Events in Section 4.1. Offeror should obtain a time-stamp on Offers received on the deadline date. OCA will reject late submittals.

Offers must be placed in a separate envelope or package and be clearly marked "Requisition #212-4-0672" and "Attention Veronica M. Strong, CTPM." It is Offeror's responsibility to appropriately mark and deliver the Offer to OCA by the specified date. Telephone, facsimile, or e-mail Offers will not be accepted.

4.8 Delivery of Offers

Offers shall be submitted to OCA by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Office of Court Administration Attn: Veronica M. Strong, CTPM PO Box 12066 Austin, TX 78711-2066	Office of Court Administration Attn: Veronica M. Strong, CTPM 205 W. 14 th Street, Suite 600 Austin, TX 78701	Office of Court Administration Attn: Veronica M. Strong, CTPM 205 W. 14 th Street, Suite 600 Austin, TX 78701 Hours: 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except State of Texas holidays

4.9 Offer Opening

Offers will be opened at the Office of Court Administration, Tom C. Clark Building, 6th Floor, 205 W. 14th Street, Austin, Texas. All submitted Offers become the property of OCA after submission. Submitted Offers shall constitute an offer to contract contingent upon funding from the Texas Legislature or until OCA makes a selection, whichever occurs earlier.

4.10 Offer Evaluation and Award

OCA will award a contract to an Offeror whose offer is considered to provide the best value to the State of Texas as defined by Texas Government Code, Section 2157.003. Best value will be determined by applying the following criteria and assigned weighted values:

Category	Percentage
Functional/Technology Requirements Match	35%
Company Qualifications and References	15%
Usage of HUB Subcontracting	20%
Pricing	30%

At its discretion, OCA may request oral presentations, site visits, and/or demonstrations from an Offeror admitted to the field of competition. OCA will notify Offeror of the time and location for these activities, and may supply agendas or topics for discussion. OCA reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written Offer.

Offeror's oral presentation, site visit, and/or demonstration must substantially represent material included in the written offer, and should not introduce new concepts or offers unless specifically requested by OCA.

An evaluation committee will determine whether Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. A request for a Best and Final Offer is at the sole discretion of OCA and will be extended in writing.

In evaluating Offers to determine the best value for the State, OCA may consider information related to past contract performance of an Offeror, including, but not limited to, the Comptroller of Public Account's Vendor Performance Tracking System (available at http://www.window.state.tx.us/procurement/prog/vendor_performance/).

4.11 Reservation of Rights

OCA reserves the right to reject any and all offers, or to re-solicit or cancel this RFO, if such action is deemed in the best interest of the State of Texas and OCA.

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Section 5. General Terms and Conditions

5.1 Offer and Acceptance

An Offer submitted in response to this RFO is an offer to contract based upon the terms, conditions, and specifications contained herein. The Offer is accepted by OCA and becomes a contract when a purchase order is executed. The Selected Offeror shall be referred to as the Contractor.

5.2 Contract Documents

The contract documents will consist of the following:

- (a) The executed purchase order;
- (b) Any written Addenda or Amendments;
- (c) The RFO, including the General Terms and Conditions;
- (d) Any Best and Final Offer (BAFO) submitted by the Contractor; and
- (e) The Offer (including attachments, appendices, and exhibits).

The contract documents are incorporated in the Contract for all purposes and contain the entire agreement between the Contractor and OCA. In the event of a conflict between the documents listed in this paragraph, the documents will control in the order of precedence listed above beginning with (a), then (b), then (c), then (d), then (e). In the event and to the extent any provisions in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded the earlier provisions. Any modification, alteration, or waiver of any term, covenant, or condition of the Contract and any attachments shall be in writing and executed by OCA and the Contractor.

5.3 Invoice Requirements and Payments

5.3.1 Invoices.

Payment will be made after receipt of a quarterly invoice listing the deliverables that have been completed and accepted by OCA as provided in this RFO. Each invoice presented must include the OCA's Purchase Order number and vendor identification number. Invoices must be submitted by U. S. mail to:

Office of Court Administration
Attn: Tina Washington
P.O. Box 12066
Austin, TX 78711-2066

Or via fax to:

Tina Washington at:
(512) 463-1648

Selected Offeror agrees to attach as a part of the invoice such supporting information as the OCA from time to time may require.

5.3.2 Payments.

OCA shall not be liable for any performances rendered or obligations incurred on behalf of OCA by

Selected Offeror before execution of a Purchase Order pursuant to this RFO. Payments are subject to the provisions of Chapter 2251 of the Texas Government Code. In the event of any disputes with regard to a portion of an invoice, OCA may pay the undisputed portion as provided herein.

OCA shall retain 10% of the payment for Deliverable 1 for a period of one-year from the date of acceptance of Deliverable 1.

5.4 OCA's Duties, Responsibilities, Obligations and Liabilities

OCA's duties, responsibilities, obligations and liabilities are subject to adequate legislative appropriations. The OCA may terminate this Contract due to inadequate appropriations. A termination for inadequate appropriations shall be considered a termination for convenience except that OCA will provide written notice to Contractor as soon as possible after the OCA determines that the agency funding is inadequate.

Under no circumstances, shall any Purchase Order, Contract or any provision therein be construed to extend the duties, responsibilities, obligations or liabilities of the State of Texas or OCA beyond the then-existing biennium. Under no circumstances shall any Contractor form contract or document modify any term, condition or provision of any contract award made as a result of this RFO. Any Contractor form that purports to change or modify a term, condition or provision of any contract award shall be void.

All obligations of OCA are subject to the availability of legislative appropriations. OCA will not be in default for nonpayment under this Contract if such appropriated funds are not available to OCA for payment of the OCA's obligations under this contract. In such event OCA will promptly notify Contractor, and the Contract shall terminate simultaneous with the termination of appropriated funds. Upon termination of the Contract OCA will discontinue payment hereunder.

5.5 Standards of Services

Contractor shall provide all of the above services and all reasonably related services in accordance with applicable professional standards of a Contractor providing systems development and related services. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Contract.

5.6 Project Manager

OCA will designate a Project Manager to serve as the point of contact between OCA and Contractor. OCA's Project Manager shall supervise OCA's review of Contractor's technical work, deliverables, draft reports, final reports, schedules, financial budget administration and similar matters. The Project Manager has no express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

5.7 Personnel

5.7.1 Key Personnel

Contractor shall assign only qualified personnel to this Contract. Before execution of the purchase order, OCA's Contract Manager shall authorize the key personnel designated in the Offer to provide services under this Contract. Contractor may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required, but any substituted personnel also must be approved by OCA's Contract Manager. Contractor shall provide to OCA prior written notice of any proposed change in key personnel involved in providing services under this Contract.

- Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract shall relieve Contractor of responsibility for ensuring the requested services are provided, and Contractor shall be the sole contact for OCA. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply:
- Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
- Subcontracting shall be solely at Contractor's expense.
- OCA retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
- Contractor shall be the sole contact for OCA. Contractor shall list a designated point of contact for all OCA inquiries.

5.7.2 Other Personnel

In the event that OCA determines that other Contractor or Contractor's subcontractor's personnel or agents assigned to provide services under this Contract are not skilled or competent in the tasks necessary to accomplish the tasks and services required under this Contract or are unprofessional, careless, unsuitable or otherwise objectionable, OCA will notify Contractor and Contractor will remedy the situation to the satisfaction of OCA. OCA reserves the right, in its sole discretion, to require the immediate removal and replacement of any Contractor or Contractor's subcontractor's personnel or agents deemed by OCA to be unprofessional, incompetent, careless, unsuitable or otherwise objectionable.

5.8 Term and Termination

5.8.1 Term

The Contract shall become effective on the purchase order execution date and shall end no later than August 31, 2019 unless otherwise sooner terminated as provided in this RFO. The Contract may be extended for up to two (2) one-year terms at the same price, terms, and conditions upon written agreement of OCA and Contractor prior to the expiration of the terms being extended. Provisions herein regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, payment, invoices, and default shall survive the termination or expiration dates of the Contract.

5.8.2 Termination for Cause.

Without limitation on the right of OCA to terminate the Contract pursuant to its terms, OCA reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, upon any one of the following conditions:

- (a) A receiver, conservator, liquidator, or trustee of Contractor, or of any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against Contractor, under Title 11 of the United States Code; or Contractor is adjudicated bankrupt or insolvent; or any portion of the property of Contractor is sequestered by court order and such order remains in effect for more than

thirty (30) days after such party obtains knowledge thereof; or a petition is filed against Contractor under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) days;

- (b) Contractor files a case under the Title 11 of the United States Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
- (c) Contractor makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property; of judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) days from the date of entry thereof, and within said thirty (30) day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after its entry;
- (d) A court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- (e) Contractor fails to communicate with OCA as required by the Contract;
- (f) Contractor breaches an industry standard of confidentiality related to the Contract;
- (g) OCA determines that Contractor or any of its subcontractors have an unacceptable conflict of interest and such conflict is not cured within ten (10) calendar days following notification thereof to Contractor;
- (h) OCA determines that Contractor has failed to substantially perform under the Contract, which determination shall specify the events resulting in OCA's determination that Contractor has failed to substantially perform under the Contract; or
- (i) Contractor fails to comply with any of the Standards of Performance of the Contract.

5.8.3 Termination for Convenience.

OCA reserves the right, in its sole discretion, to terminate the Contract on thirty (30) days written notice to Contractor. OCA also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to Contractor, if it is in the best interests of OCA or the State to do so.

5.8.4 Transition.

Upon termination of the Contract for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider. This includes at a minimum an ECF 4.0 and NIEM compliant XML file that contains all case data and all related documents in PDF format.

5.8.5 No Liability Upon Termination.

If this Contract is terminated for any reason, OCA and the State shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. In the event of termination of this Contract, OCA's sole and maximum obligation shall be to authorize payment to Contractor for previously authorized services, performed in accordance with all requirements of this Contract, up to the termination date.

5.9 Public Access to Records

Although OCA is not subject to the Texas Public Information Act, all RFO and Contract documents and information, and any report, analysis or data generated as a result of the contract services may be subject to public disclosure under Rule 12 of the Rules of Judicial Administration. OCA will notify Contractor of any requests received by OCA for records that Contractor has identified as confidential in its response to this RFO.

5.10 Confidentiality

Contractor agrees to maintain and shall execute a confidentiality agreement safeguarding the confidentiality of information received from the State of Texas during the performance of this Contract, including but not limited to personal information such as social security numbers.

5.11 Insurance and Other Security

Within five (5) business days of executing this agreement, Contractor shall provide OCA with current certificates of insurance or other proof acceptable to OCA of the following coverages:

- (a) Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract and endorsed with a waiver of subrogation against the State, OCA, counties, and courts, and their respective officers and employees, for bodily injury (including death), property damage or any other loss;
- (b) Commercial General Liability Insurance with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate; and
- (c) Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors, and omissions arising out of Contractor's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

All such coverage shall be with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. All policies shall contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to OCA. Contractor shall maintain the above insurance coverage during the term of this Contract, and shall provide OCA with an executed copy of the policies immediately upon request.

5.12 Indemnification

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, OCA AND PARTICIPATING COUNTIES AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS,

CLAIMS, SUITS, DEMANDS, PROCEEDINGS, AND ALL RELATED COSTS, ATTORNEYS FEES, EXPENSES AND DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, ORDER FULFILLER OR SUPPLIER OF CONTRACTOR OR SUBCONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL'S OFFICE AS REQUESTED BY OCA. CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM.

5.13 Dispute Resolution

The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by OCA and Contractor to attempt to resolve any dispute arising under the Contract.

5.14 Amendments

The Contract may be amended only upon written agreement between OCA and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void *ab initio*.

5.15 Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Contractor agrees that the exclusive venue and jurisdiction of any legal action or suit arising under this Contract is, and that any such legal action or suit shall be brought, in any court of competent jurisdiction in Travis County, Texas.

5.16 Strict Compliance

Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all of the contract deadlines, requirements, and performance standards.

5.17 Assignments

Without the prior written consent of OCA, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

5.18 Federal, State and Local Requirements

Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common-law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard worker's compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

5.19 Severability Clause

In the event that any provision of the Contract is later determined to be invalid, void, or unenforceable, then its remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

5.20 Compliance with Applicable Law and Conforming Amendments

Contractor must comply with all current and amended laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as those laws exist and as they are amended throughout the term of the Contract. OCA reserves the right, in its sole discretion, to unilaterally amend the Contract throughout its term to incorporate any modifications necessary for OCA's or Contractor's compliance with all applicable State and federal laws and regulations.

5.21 No Waiver

Nothing in the Contract shall be construed as a waiver of the state's sovereign immunity. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. OCA does not waive any privileges, rights, defenses, or immunities available to OCA by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

5.22 No Liability upon Termination

If the Contract is terminated for any reason, OCA and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code Chapter 2260.

5.23 Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees or agents of the State of Texas and shall not be entitled to benefits of state employment such as retirement or leave benefits. Should Contractor subcontract any of the services required in this Contract, OCA is in no manner liable to any subcontractor(s) of Contractor.

5.24 Limitation on Authority

Contractor shall have no authority to act for or on behalf of OCA or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or OCA.

5.25 Intellectual Property Claims

CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE OF TEXAS, OCA AND PARTICIPATING COUNTIES AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH OR ARISING FROM THE STATE'S, OCA'S, PARTICIPATING COUNTIES OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY SERVICES, SOFTWARE, OR OTHER ITEMS PROVIDED TO THE STATE OF TEXAS OR OCA BY CONTRACTOR OR OTHERWISE TO WHICH THE STATE OF TEXAS OR OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. OCA SHALL NOTIFY CONTRACTOR OF ANY SUCH CLAIM WITHIN A REASONABLE TIME OF RECEIVING NOTICE OF ANY SUCH CLAIM. IF CONTRACTOR IS NOTIFIED

OF ANY CLAIM SUBJECT TO THIS SECTION, CONTRACTOR SHALL NOTIFY OCA OF SUCH CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL AND NO SETTLEMENT OF ANY SUCH CLAIM SHALL BE MADE BY CONTRACTOR WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR SHALL REIMBURSE THE STATE OF TEXAS AND OCA FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS OR ANY OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF THE STATE'S AND OCA'S COUNSEL AND SHALL ALSO PAY COSTS OF MULTIPLE COUNSEL, IF REQUIRED TO AVOID CONFLICTS OF INTEREST. CONTRACTOR REPRESENTS THAT IT HAS DETERMINED WHAT LICENSES, PATENTS AND PERMITS ARE REQUIRED UNDER THIS CONTRACT AND HAS ACQUIRED ALL SUCH LICENSES, PATENTS AND PERMITS. IN THE EVENT THAT CONTRACTOR LOSES THE RIGHT TO ALLOW THE STATE TO USE ANY TECHNOLOGY UNDER THIS INDEMNIFICATION, THEN CONTRACTOR SHALL REPAY THE STATE ALL MONIES PAID UNDER THIS CONTRACT.

5.26 Supporting Documents

Contractor shall maintain and retain supporting fiscal and any other documents relevant to payments and expenditures under the Contract. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the termination of the Contract or the resolution of all billing questions, whichever is later. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and supporting documents pertaining to this Contract for a period of four (4) years after its end date for purposes of inspecting, monitoring, auditing, or evaluation by OCA and any authorized agency of the State of Texas, including an investigation by the State Auditor.

5.27 Access to Records; Audit

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of the Contract and shall authorize OCA and the State of Texas to immediately assess appropriate damages for such failure. The acceptance of funds by Contractor or any other entity or person directly under the Contract, or indirectly through a subcontract under the Contract, shall constitute acceptance of the authority of the State Auditor, Comptroller or other agency of the State of Texas to conduct an audit or investigation in connection with those funds. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

5.28 Felony Criminal Convictions

Contractor shall fully advise OCA as to the facts and circumstances surrounding conviction of a felony criminal offense of Contractor or any of its employees that are assigned to or associated with this project.

5.29 Notices

Any written notices required under this Contract will be by either hand delivery or by U.S. Mail, certified, return receipt requested, and is effective on receipt by the affected party. The address for Contractor will be the address on the Offer. The address for OCA will be that specified in Section 4 of this RFO. Either

party may change its designated notice address by written notification to the other party.

5.30 Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity reported to have an indebtedness or delinquency to the State. To the extent that Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes is paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

5.31 Contracts for Services

In accordance with Government Code Section 2155.4441, the Contractor shall purchase products and materials produced in the State of Texas, when available at a price and time comparable to products and materials produced outside the State.

5.32 Electronic and Information Resources Accessibility Standards

Contractor must comply with 1 Texas Administrative Code Chapter 213. In addition, Contractor shall provide OCA with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). If Contractor is not listed with the "Buy Accessible Wizard" or does not supply a URL to its VPAT, Contractor must provide OCA with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

5.33 Policy Compliance

Contractor's employees and agents (including subcontractors and their employees and agents) identified by OCA management as having sufficient presence on OCA premises shall be required to adhere to applicable OCA human resources, information services, and finance and operations policies and shall be required to attend one or more policy orientation sessions. Those employees and agents identified as having access to State of Texas information resources and information resources technologies may be subject to periodic criminal history record investigations.

5.32 Force Majeure

Neither Contractor nor OCA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFO caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

5.33 Abandonment or Default

If Contractor defaults on this Contract, OCA reserves the right to cancel this Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Offeror. The

defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period Contractor will not be considered for future solicitations will be determined by OCA based on the seriousness of the default.

5.34 No Conflicts

Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under the Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety. If the circumstances certified by Contractor change or additional information is obtained subsequent to submission of offers or execution of the Contract, Contractor agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclose any conflicts of interest is an ongoing obligation throughout the term of the Contract. Contractor shall submit updated information as soon as reasonably possible upon learning of any change to Contractor's affirmation.

5.35 False Statements/Breach of Representations

Any false statements by Contractor in the Contract documents or violation by Contractor of any of the representations, warranties, guarantees, certifications or affirmations included in the Contract shall constitute default by Contractor, and OCA may terminate or void the Contract for cause and pursue other remedies available to OCA under the Contract or applicable law.

5.36 Drug Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

5.37 Immigration

Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 ("Immigration Act"), and the Illegal Reform and Immigrant Responsibility Act of 1996 ("IRIRA") regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Contractor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year, and permanent bars to entrance into the United States

5.38 Equal Opportunity

Contractor represents and warrants that it shall comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex, or national origin.

5.39 Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of Texas codified in 15.01, *et. seq.* of the Texas Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business.

5.40 Substitutions

Substitutions are not permitted without OCA's written approval.

[The rest of this page intentionally left blank.]

Exhibit A – Pricing Submission

The Pricing Submission must include all information requested below and submitted separately from the Requirements Submission. No price information may be included in any other portion of the Offer.

The Pricing Submission must be clearly marked with the title: “Requisition 212-4-0672 – PRICING SUBMISSION for Case Management.” **Pricing Submission and Offer are irrevocable through October 31, 2015.**

Funding may become available during the term of the Contract so that the Baseline System may be made available to counties with a population of 20,000 or more; therefore, Pricing Submission must contemplate any county in Texas using the Baseline System described in Section 2 of this RFO. However, in no event is this paragraph a guarantee that such additional funding may become available.

Though the Contract executed pursuant to this RFO will make a Baseline System available to eligible counties identified by OCA, county participation is strictly voluntary. Selected Offeror will be responsible for contacting and securing participation by the eligible counties identified by OCA.

The Offeror should make the following assumptions when submitting pricing for this RFO:

- Contract award is contingent upon funding by the Texas Legislature. See Section 1.4 of the RFO.
- Once the Contract is awarded, OCA will provide the standard system configuration developed by JCIT for the Baseline System. Participating counties may deviate from the Baseline System or standard system configuration; however, deviations are outside the scope of this RFO and all fees for the development/installation and professional services to support the deviation will be charged to the counties that request them.

The Offeror pricing submission must include the following information numbered, titled, and ordered as shown below.

1. Name of the Offeror company.
2. Contact person at the company, including name, phone number and email address. The contact person must be someone who is authorized to negotiate a best and final offer on behalf of the company.
3. Deliverable Pricing for the following:

Deliverable 1 – Production Readiness (One-time cost per county population group)	Amount (exclusive of Indigent Defense)	Amount (Indigent Defense)

Deliverable 2 – Production per County (One-time cost per participating county)				
County Population	Amount (exclusive of Indigent Defense)			
	Additional HW/SW/ Hosting	Configuration	Implementation and Testing	Training and Go Live
Less than 20,000 (136 Counties)				
20,000 – 49,999 (56 Counties)				
50,000 – 99,999 (23 Counties)				
100,000 – 199,999 (17 Counties)				
200,000 – 499,999 (12 Counties)				
500,000 or more (10 Counties)				
County Population	Amount (Indigent Defense)			
Less than 20,000 (136 Counties)				
20,000 – 49,999 (56 Counties)				
50,000 – 99,999 (23 Counties)				
100,000 – 199,999 (17 Counties)				
200,000 – 499,999 (12 Counties)				
500,000 or more (10 Counties)				

Deliverable 3 – Support/Maintenance (Ongoing quarterly cost per participating county)						
County Population	Amount Based on Percent of Counties Participating (exclusive of Indigent Defense)					
	Less than 20%	20%	40%	60%	80%	100%
Less than 20,000 (136 Counties)						
20,000 – 49,999 (56 Counties)						
50,000 – 99,999 (23 Counties)						
100,000 – 199,999 (17 Counties)						
200,000 – 499,999 (12 Counties)						
500,000 or more (10 Counties)						
County Population	Amount Based on Percent of Counties Participating (Indigent Defense)					
Less than 20,000 (136 Counties)						
20,000 – 49,999 (56 Counties)						
50,000 – 99,999 (23 Counties)						
100,000 – 199,999 (17 Counties)						
200,000 – 499,999 (12 Counties)						
500,000 or more (10 Counties)						

- If Offeror intends to offer counties the ability, at the counties' cost, to deviate from the Baseline System and the JCIT standard system configuration, Offeror must provide a schedule of the fees Offeror will charge the counties for the development/installation and professional services to support any deviations requested by the counties.

Exhibit B – Execution of Offer

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE OFFER. OFFERS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE OFFER SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Offeror certifies that:

All statements and information prepared and submitted in the response to this RFO are current, complete, and accurate.

Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Offeror nor the firm, corporation, partnership, or institution represented by Offeror or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Offer either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFO.

When a Texas business address is shown hereon, that address is, in fact, the legal business address of Offeror and Offeror qualifies as a Texas Resident Bidder under 1 TAC §111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFO has any financial interest in Offeror's Offer. If Offeror is not eligible, then any contract resulting from this RFO shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Offeror] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Offeror and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

The names and social security numbers of any person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Offer are as follows:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

In accordance with Government Code § 2252.901, Offeror certifies that no principal of Offeror was an employee of the Office of Court Administration within the past year, and that no employee of Offeror who was an employee of the Office of Court Administration within the past year will perform services if Offeror

is awarded this contract.

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Offeror represents that no person who, in the past four years, served as an executive of the Office of Court Administration or any other state agency, was involved with or has any interest in this Offer or any contract resulting from this Offer. If Offeror employs or has used the services of a former executive head of the Office of Court Administration or other state agency, then Offeror shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Offeror, and date of employment with Offeror.

Offeror agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Offeror certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government's terrorism watch list as described in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Offeror or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Offeror or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Offeror will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders*
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

Offeror represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Offeror and to bind Offeror under any contract resulting from this Offer.

OFFEROR (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NUMBERS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

Exhibit C – Offeror Questionnaire

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE REQUEST FOR OFFER (RFO). RFO'S THAT DO NOT INCLUDE THIS FORM WILL BE DISQUALIFIED. (Note: This information may be submitted in a form provided by the vendor, but the content must be presented with all information in the same order as shown in this questionnaire.)

THE RFO SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

- A. **Offeror's Contact Person.** Offeror must list the name, title, email address, mailing address, phone number and fax number of the individual who will be the contract person for the term of any Purchase Order resulting from this RFO.

Name:	
Title:	
Mailing Address:	
Telephone:	
Fax:	
Email:	

- B. **References.** Offeror must provide a list of at least four (4) state agencies, corporations, or other entities for which Offeror has provided the requested services in the RFO during the past three (3) years. Offeror must include dates when requested services were provided, names, telephone numbers and e-mail addresses of state agency's or firm's contact person. If none, check None

1.	State Agency or Other Entity:	
	Description of Services Provided:	
	Date Services Provided:	
	Name of Contact:	
	Telephone number of Contact:	
	E-mail address of Contact:	

2.	State Agency or Other Entity:	
	Description of Services Provided:	
	Date Services Provided:	
	Name of Contact:	
	Telephone number of Contact:	
	E-mail address of Contact:	

3.	State Agency or Other Entity:	
	Description of Services Provided:	
	Date Services Provided:	
	Name of Contact:	
	Telephone number of Contact:	
	E-mail address of Contact:	

4.	State Agency or Other Entity:	
	Description of Services Provided:	
	Date Services Provided:	
	Name of Contact:	
	Telephone number of Contact:	
	E-mail address of Contact:	

C. **Cancellations or Terminations.** Offeror must list all contracts or purchase orders that Offeror executed or accepted within the last three (3) years and which were canceled or terminated prior to completion by any state agency or other entity with which Offeror contracted. For each such contract or purchase order, Offeror must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such state agency's or firm's contact person. If none, check None

State Agency or Other Entity:	
Explanation for Cancellation or Termination:	

Final Resolution:	
Name of Agency / Other Contact:	
Telephone number of Contact:	

D. **Profile.** Offeror must include the following profile that:

(a)	Describes the general nature of previous similar work performed by Offeror, particularly work in the last three (3) years:
(b)	Describes the size and scope of all operations, including number of Offeror's employees and years in business:
(c)	Describes Offeror's prior contracting experience with state agencies and similar entities:
(d)	List any other information Offeror believes is pertinent to this RFO:

E. **Personnel.** Offeror must provide in detail the qualifications, education, training, experience and certifications of all Offeror's employees who will or may provide the items under any Purchase Order resulting from this RFO. Offeror must provide this information for each such employee.

1.	Staff Person's Name:	
	Qualifications:	
	Education:	
	Training:	
	Experience:	
	Certifications and Licenses:	

2.	Staff Person's Name:	
	Qualifications:	
	Education:	
	Training:	
	Experience:	

	Certifications and Licenses:	
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3.	Staff Person's Name:	
	Qualifications:	
	Education:	
	Training:	
	Experience:	
	Certifications and Licenses:	

4.	Staff Person's Name:	
	Qualifications:	
	Education:	
	Training:	
	Experience:	
	Certifications and Licenses:	

5.	Staff Person's Name:	
	Qualifications:	
	Education:	
	Training:	
	Experience:	
	Certifications and Licenses:	



HUB SUBCONTRACTING PLAN (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – No
 - Section 4 – Affirmation
 - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 – Self Performing Justification
 - Section 4 – Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If *Yes*, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If *No*, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 Signature Printed Name Title Date
(mm/dd/yyyy)

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
 - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____	Requisition #: _____
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SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A	PRIME CONTRACTOR'S INFORMATION
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <div style="border: 1px solid black; padding: 5px; font-size: small;"> <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	