

**REQUEST FOR PROPOSALS FOR CASE MANAGEMENT SYSTEM**

RFP Number 2015-CCC-1

August 12th, 2015

RFP Prepared by:

**Columbiana County Clerk of Courts**

**Common Pleas and Municipal Court Divisions**

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*NOTICES*

*Revised Code § 9.24 prohibits the Clerk of Courts of Columbiana County Common Pleas and Columbiana County Municipal Court from awarding a contract to any Vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, a Vendor warrants that it is not now, and will not become subject to an unresolved finding for recovery under R.C. Section 9.24, prior to the award of any contract arising out of this Request for Proposals without notifying the Columbiana County Clerk of Courts of Common Pleas and Columbiana County Municipal Court of such finding.*

*Columbiana County will not be responsible for any costs incurred by vendors in the preparation of responses to this RFP.*

1. **Introduction & Overview**
   1. The Columbiana County Clerk of Courts of the Columbiana County Court of Common Pleas (General Division and Domestic Relations Division) and the Columbiana County Municipal Court (“the Clerk”), is seeking a qualified Vendor to provide a court Case Management System (“CMS”) solution that includes software, implementation, and support services as defined in this Request for Proposal (RFP) Number: 2015-CCC-1.
   2. It is the goal of the Clerk to procure a CMS solution that can be utilized by both the Columbiana County Common Pleas Court (General and Domestic Relations Divisions) and the Columbiana County Municipal Court. It should be noted the Clerk of the Common Pleas Court (General Division and Domestic Relations Division) is also the Clerk for the Columbiana County Municipal Court .
   3. CMS solution shall reside and operate on the existing computer hardware owned by the Clerk of Courts.
   4. It is the intent of the Clerk to award the work defined in this RFP to a single CMS vendor who has demonstrated experience in successfully providing a system of the scope and complexity required by the Clerk.
   5. The vendor may propose a solution which includes involvement by one or more subcontractors, however, the Clerk will require the selected vendor to operate as the Primary Contractor and be responsible for all aspects of the proposed solution.
2. **Project Vision, Guiding Principles and Objectives**
   1. The vision of the Clerk is to implement a case management system that will serve the needs of the Columbiana County Court of Common Pleas (General Division and Domestic Relations Division) and the Columbiana County Municipal Court. In support of the vision, the CMS will:
3. Be based on standard business and technology practices;
4. Utilize common business rules processing with de‐centralized accountability, enabling courts to conduct and perform their business needs in the most streamlined and efficient method;
5. Provide stability to local court case management system operations;
6. Be a quality system that functions for all the Courts;
7. Be configurable by the Clerk but not customized for each court;
8. Provide necessary technology as a service to enable the Clerk to focus their resources on their judicial duties;
9. Be internet-based and accessible over the public infrastructure.
   1. GUIDING PRINCIPLES. The Case Management System Project shall follow the following guiding principles:
10. The CMS will be driven by business needs of the Clerk.
11. Vendor supported commercial off‐the‐shelf (COTS) solutions should be employed whenever possible through configuration and minimal customization to meet the Clerk's needs.
12. The CMS will meet common and supportable current technology standards, and be built upon a technical architecture that minimizes unnecessary technical differences and maximizes the integration and synergy among its subsystems and with external systems.
13. The CMS will be selected using an objective decision process based on best value, not lowest cost.
14. The Clerk intends to partner with a vendor that demonstrates a long term commitment to the courts.
    1. OBJECTIVES. The Case Management System Project shall meet the following objectives:
15. Stability for local courts’ case management system operations;
16. Economies of scale;
17. Fostering of uniformity among the courts by developing standard processes;
18. Facilitated work‐flow between courts and state agencies (e.g. BMV, BCI&I, SCO);
19. More accurate and comprehensive case flow management and case statistics reporting.
    1. SCOPE. The Case Management System Project shall encompass the following:
20. Common Pleas Court, General Division;
21. Common Pleas Court, Domestic Relations Division;
22. Columbiana County Municipal Court
23. Backup/Disaster Recovery / Business Continuity of the CMS files;
24. Implementation services;
25. Training services;
26. Knowledge transfer to the Courts;
27. Help desk services;
28. Software maintenance and enhancements.
29. **CMS Requirements**
    1. FUNCTIONAL REQUIREMENTS. The CMS shall conform to the Application Functional System Requirements set forth on Appendix B, broken down into the following categories of interest:
30. General System Functions
31. Case Management
32. Event Management and Communications
33. Content Management
34. Financial & Accounting
35. Interfaces
36. Probation
37. Jury Management
38. **Instructions to Vendors**

OBTAINING COPIES of this RFP, including its Appendices and Attachments, is available via email spatrone@ccclerk.org Copies are also available for pick up at the Common Pleas Clerk of Courts located at, **105 South Market Street, 3rd Floor, Lisbon, OH 44432**

* 1. WHO SHOULD RESPOND. The Clerk is looking to award the work defined in this RFP to a case management system vendor, which, by itself or by partnering with subcontractors, has demonstrated experience in successfully providing a system of the scope and complexity of the proposed CMS.
  2. DESIGNATED CONTACT. The designated contact for this procurement is:

M. Shane Patrone

105 South Market Street, 3rd Floor

Lisbon, Oh 44432

spatrone@ccclerk.org

1. All contact shall be in writing or by email communication.
2. Direct contact with anyone other than the Designated Contact regarding this RFP is expressly prohibited, without prior written consent of the Designated contact.
3. Vendors who directly contact the Courts, Clerk of Courts or Clerk employees regarding this solicitation risk elimination of their proposal from further consideration.
4. However, organizations currently doing business within the State of Ohio which require contact with persons other than the Designated Contact in the normal course of conducting such business may do so without violating this provision.
   1. SCHEDULE OF EVENTS. The schedule is as follows:
5. Issuance of RFP: August 12, 1015
6. Deadline for Written Questions August 31, 2015
7. Answering of Written Questions September 15, 2015
8. Proposal Deadline: 12:00 pm September 29, 2015
9. Award of Bid: October 28, 2015
   1. TIMELINE. Every effort will be made to advise potential Vendors of changes to any dates, as may be necessary. The Clerk intends to meet the following schedule but makes no commitment to meeting the specified dates.
   2. INQUIRIES, QUESTIONS AND NOTICES. All inquiries and questions involving this solicitation must be submitted by email to the Designated Contact and received by 4:00 pm on the date indicated in Section 4.03.
10. Written responses to questions submitted will be compiled and published on the Courts' website, with any vendor specific information removed.
11. Any legal notice required in this procurement shall be sent to the Designated Contact by certified mail only.

1. **Rules of procurement**
   1. “Vendor” is the term applied to the organization responsible for the submission of the proposal in response to this RFP. “Contractor” and “Prime Contractor” are the terms applied to the organization which the Clerk subsequently enters into a contract with for the services outlined in this RFP. The terms “Vendor”, “Contractor” and “Prime Contractor” may be used interchangeably within the RFP. The term “Project” refers to the Clerk's Case Management System Project.
   2. “Solution” refers to the functional system developed and related implementation services under the terms of a contract resulting from this procurement, including any related hardware and software required to meet the Clerk's requirements, expressed or implied, within this RFP.
   3. Vendors must follow instructions contained in this RFP in preparing and submitting its proposal. Vendors are advised to thoroughly read and follow all instructions. The required submission information has been determined to be essential in the proposal evaluation and contract award process.
   4. Vendors shall propose to encompass the full implementation of the court case management system products and services through completion of implementation with a milestone‐based contract. During performance of the work defined under the agreement, the Clerk expects the Vendor to transition all related knowledge to Clerk employees for the ongoing support of the environment.
   5. Vendors have latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Vendors are cautioned, however, that insufficient detail may result in a determination that the proposal is materially non‐responsive or, in the alternative, may result in a low technical score being given to the proposal. Additionally, any qualifying statements made by a Vendor to the RFP’s requirements could result in a determination that the proposal is materially non‐responsive.
   6. The Clerk reserves the right, at the Clerk's discretion, to pursue any or all of the following actions in regard to this RFP and ensuing contract:
      1. Withdraw this RFP or extend the time for submittal
      2. Reject any or all Proposals
      3. Waive minor deviations in the proposals
      4. Issue subsequent RFPs to this RFP
      5. Approve or disapprove the use of particular contractors and subcontractors, if any
      6. Request additional information and/or clarification from the Vendors
      7. Establish a shortlist of Vendors eligible for interviews after review of written Proposals by the Courts
      8. Modify any requirements contained within the RFP and request revised submittals from Vendors
      9. Negotiate with any, all, some, or none of the Vendors
      10. Award a contract for services that is less than those services specified in the scope of the RFP
      11. Award a contract to one or more Vendors
      12. Accept any written Proposal as an offer, without negotiation, and issue a notice to proceed
      13. Take whatever other action it deems in its best interest
   7. INELIGIBILITY. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to propose. Any entity ineligible to conduct business in the State of Ohio for any reason is ineligible to propose.
   8. ACKNOWLEDGEMENT. By submitting a proposal, each Vendor shall be deemed to acknowledge that it has read and is thoroughly familiar with all specifications and requirements of the RFP, and is fully aware and understands all instructions, conditions and limitations. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to responding to this RFP.
   9. RIGHT TO CANCEL. The Clerk reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Clerk makes no commitments, expressed or implied, that this process will result in a business transaction with any organization.
   10. NOT AN OFFER. This RFP does not constitute an offer by the Clerk. Participation in this process may result in the Clerk selecting the Vendor to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Clerk to execute a contract nor to continue negotiations. The Clerk may terminate negotiations at any time and for any reason, or for no reason.
   11. REVISIONS. If it becomes necessary to revise any part of the RFP, an addendum will be provided to prospective Vendor(s) by the Clerk. The Clerk is not bound by any statement related to this RFP made by any Clerk employee, contractor or its agents.
   12. EXCEPTIONS. The format of the RFP must be followed and all requested information must be submitted as indicated. Any exceptions to the RFP, or to the Clerk's Terms and Conditions, must be identified and included in writing in the proposal in the designated section. Acceptance of exceptions is within the sole discretion of the Clerk.
   13. RIGHT TO REJECT. The Clerk reserves the right to reject any and all proposals or any part of any proposals, to waive defects, technicalities or any specifications (whether they be in the Clerk's specifications or Vendor’s response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Clerk may deem necessary in his best interest.
   14. CONFIDENTIAL AND PROPRIETARY INFORMATION. The Clerk hereby advises vendors that all documents submitted in response to this Request for Proposals, including those documents that purportedly contain confidential and proprietary business information or trade secrets, may be considered administrative documents under Sup. R. 44 through 47 (Public Access Rules). The Clerk will allow the public, including other vendors, to inspect and obtain copies of these documents in accordance with Sup. R. 45, after the Request for Proposals deadline expires unless each of the following applies:
2. In its response to this Request for Proposals, the vendor clearly identifies the document or document information the vendor believes is not an administrative document as defined by Sup. R. 44(G);
3. In its response to this Request for Proposals, the vendor clearly identifies the state, federal or common law that exempts the document or document information under Sup. R. 44(G);
4. The Clerk's staff independently determines that the document or document information is not an administrative document as defined in Supt. R. 44(G).
5. SHOULD YOU FEEL YOUR FIRM’S BID/PROPOSAL CONTAINS TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.
6. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.
7. By submitting a proposal, the Vendor licenses the Clerk to reproduce (to the Clerk and to his advisers, for the Clerk's internal purposes only) the whole or any portion of the proposal, notwithstanding any copyright or other intellectual property right.
   1. VERIFICATION. The Clerk reserves the right to verify the information received in a Proposal. If the information in a Proposal cannot be verified, the Clerk reserves the right to request clarification from the Vendor. If a Vendor knowingly and willfully submits false data, the Clerk reserves the right to reject that Proposal. If it is determined that a contract was awarded as a result of false statements or other data submitted in response to this RFP, the Clerk reserves the right to terminate that contract immediately and recover all costs paid to date.
   2. DISCREPANCIES AND OMISSIONS. Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFP, Vendor shall notify the designated contact person for this RFP in writing of such findings as soon as possible, but no later than ten business days before the proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor’s proposal upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the designated contact, in writing, no later than ten business days prior to the time set for opening of the proposals.
   3. WITHDRAWAL OF PROPOSAL. Proposals become the property of the Clerk at the proposal submission deadline. All proposals received are considered firm offers at that time. A Vendor may modify or withdraw its proposal by written request, provided that both the proposal and request is received by the Clerk prior to the proposal due date. Proposals may then be re‐submitted in accordance with the proposal due date requirement.
   4. COST OF PREPARATION. The entire cost of preparing a proposal and participating in any aspect of the procurement process is the responsibility of the Vendor. The Clerk will not pay any costs incurred by any Vendor for any aspect of responding to this solicitation, including proposal preparation, printing or delivery, conducting system demonstrations, or engaging in contract negotiations.
   5. LATE PROPOSALS. The Clerk will receive proposals until the date and time shown in this RFP. The Clerk, at his option, may leave unopened any proposal received after the date and time specified for receipt of proposals. Any such unopened proposal will be returned to Vendor.
   6. NONCONFORMING PROPOSALS. Non‐conforming proposals will not be considered. Non‐conforming proposals are defined as those that do not meet the requirements of this RFP, and/or propose systems other than that which attempts to meet the defined application functional requirements.
   7. CONCISE PROPOSALS. The Clerk's interest is in the quality and responsiveness of the proposal, and discourages overly lengthy and costly proposals. It is the Clerk's desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired.
8. **Proposal Evaluation**
   1. OVERVIEW. The Clerk will evaluate proposals using both quantitative and qualitative criteria, provided in response to the Solicitation or otherwise obtained separately, identified below. Proposals will be evaluated on a “Best Value” basis, and neither the lowest price nor highest scoring proposal will necessarily be selected.
   2. CRITERIA. The evaluation of proposals will be based on the following information provided the vendor in response to the RFP or obtained separately by the Clerk through reference checks or other sources. This list is not meant to be hierarchical.
   3. Demonstration of the Vendor’s understanding of the purpose, scope and objectives of the Project;
   4. Demonstrated experience in comparable jurisdiction(s) to successfully install a system of similar scope and scale, with emphasis on the specific capabilities required by the Clerk;
   5. Design, capability, and functionality of the proposed application software including the level of integration between software components;
   6. Feasibility, timeliness and quality of the implementation schedule with demonstrated ability to meet implementation deadlines;
   7. Financial stability and resources of the vendor;
   8. Qualifications, experience and technical expertise of Vendor staff assigned to this project;
   9. Economic feasibility and justification of all costs;
   10. The extent and quality of end‐user, administrator and technical training;
   11. Level of service and responsiveness that the Vendor commits to providing to the Clerk;
   12. Willingness and ability to negotiate a contract acceptable to the Clerk;
   13. The best interest of the Clerk and the Courts.
   14. DISCRETION. The Clerk reserves full discretion to determine the competence and capabilities of Vendors and proposed systems. The Clerk may contact any customer of the Vendor, whether or not included in the Vendor’s reference list, and use such information in the evaluation process.
   15. CLARIFICATION. The Clerk may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. However, Vendors will not be able to modify proposals as a result of any such clarification request.
   16. INTERVIEWS. The evaluation process may, at the Clerk’s discretion, include interviews with selected Vendors to clarify questions raised by the Clerk during the review and evaluation of proposals. Vendor representative(s) attending the interview must be individuals familiar with the proposal and who understand the scope of the Project in order to respond to questions related to the proposed system and its components, and shall include the key members of the proposed project delivery team. All Vendor costs associated with travel for proposal clarification interviews are the responsibility of the Vendor.
   17. DEMONSTRATION. Selected Vendors may be invited to give an oral presentation and system demonstration to the Clerk. The Vendor’s representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system, its components and implementation. Demonstrations may include both scripted scenarios provided to the Vendors by the Clerk, as well as demonstration of non‐scripted events requested at the time of the demonstration. All Vendor costs associated with participation in oral presentations and system demonstrations conducted for this Project are the Vendor’s responsibility.
   18. REFERENCE CHECKING. The Clerk may contact any customer of the Vendor, whether or not included in the Vendor’s reference list, and use such information in the evaluation process. Additionally, the Clerk may choose to visit existing installations of comparable systems, which may or may not involve Vendor personnel. If the Vendor is involved in such site visits, the Vendor is responsible for its own travel costs.
   19. BEST AND FINAL OFFER. The evaluation process may, at the Clerk’s discretion, include a request for selected Vendors to prepare a Best and Final Offer (BAFO) proposal for review. Vendors selected to participate in the BAFO will be provided guidance by the Clerk on aspects of the proposal which may be changed by the Vendor. A Vendor’s participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.
   20. EXCLUSIONS. The Clerk reserves the right to refuse to consider any proposal from a Vendor who:
   21. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract, or in the performance of the contract or subcontract;
   22. Has been convicted under State or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
   23. Has been convicted or has had a civil judgment entered for a finding of a violation under State or federal antitrust statutes;
   24. Has knowingly failed without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
   25. Has violated ethical standards set out in law or regulation; and
   26. Any other cause listed in regulations of the State of Ohio determined to be so serious and compelling as to affect responsibility as a State contractor, including debarment by another governmental entity for a cause listed in the regulations.
9. **Award of Contract**
   1. CONTRACT AWARD. The Clerk anticipates that the result of this RFP will be a contract with a qualified organization responsible for the provision of software, hardware, implementation services, and ongoing support services according to the specifications outlined in this RFP. Any contract resulting from this RFP is binding on the successful Contractor. Failure of the Contractor to meet or perform any of the contract terms or conditions shall permit the Clerk to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. The Contractor shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the Clerk. The Clerk does not waive the right to insist upon future compliance with these proposal specifications when there is undiscovered delivery of non‐conforming goods or services.
   2. SELECTION. The Clerk has the sole right to select the successful Vendor for award, to reject any proposal as unsatisfactory or non‐responsive, to award a Contract to other than the lowest priced proposal, to award multiple Contracts, or not to award a Contract, as a result of this RFP.
   3. WRITTEN CONTRACT. The Contractor will be required to enter into a written Agreement with the Clerk of Courts, the Clerk and/or the appropriate funding authority, as Owner, on behalf of the Clerk. Any contract that may be awarded to the Vendor as a result of this RFP shall be a stand‐alone contract and shall not be subsidiary to any other contract or terms and conditions that may be in effect between the parties. The Clerk may enter into negotiations with one or more Vendors. Further details will be given when the finalist vendors are announced.
   4. SUPPLEMENT. The Final Agreement may be supplemented with the Vendor’s documents of applicable agreements. The terms and conditions of these agreements will be negotiated with the Vendor during actual contract negotiations.
   5. STANDARD OBLIGATIONS. The Clerk will require certain contractual obligations including, but not limited to the following:
      1. Warranty – All equipment and software are to be under warranty for no less than one year from date of system acceptance. The warranty shall require the Contractor to be responsible for cost of all parts, labor, field service, and pick up and delivery related to repairs or corrections during the warranty period.
      2. System Acceptance Guarantees – The Clerk wants to obtain in final contract items such as: performance guarantees for system availability, response time, loading capacity, and system acceptance criteria. Some of the specific guarantees required are identified in the Technical Proposal section. The Contractor should be prepared to negotiate the inclusion of such items within the scope of services and pricing.
      3. Costs – All costs must be detailed specifically in the Cost Proposal. Vendors must fill out all appropriate cost pages. No charges other than as specified in the proposal shall be allowed without written consent of the Clerk. The proposal costs shall include full compensation for all taxes that the Contractor is required to pay.
      4. Payment Schedules – The Clerk will require a payment schedule based upon the acceptance of defined milestones. Payments for services will not be made in advance of work performed. The Clerk may also require holdback of a portion of the payment milestone amount (as much as 25%) until the project is completed.
      5. Status Reporting – The Contractor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
      6. Penalties – The Clerk may wish to include in the final contract penalty provisions for non‐performance, such as liquidated damages.
      7. Contractor warrants that it is not subject to an unresolved finding for recovery under R.C. Section 9.24. If the warranty is false on the date the parties sign a contract awarding Contractor’s proposal, the contract is void ab initio, and the Contractor shall immediately repay to the Clerk any funds paid under the contract.
      8. The Clerk reserves the right to incorporate standard state contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Contractors will be required to sign the contract for software and all services, and may be required to sign additional agreements that do not materially alter the terms of the contract for software and services.
      9. The Contractor will be expected to enter negotiations with the Clerk which will result in a formal contract between the parties. Procurement will be in accordance with subsequent contracted agreement. The Vendor’s response to this RFP will be incorporated as part of any formal contract. The Clerk of Courts Chief Deputy, or designee, will serve as Contract Administrator.
      10. The Clerk will provide some working space and facilities for the Contractor's project management personnel. The location of such work space will be at the Clerk's discretion. Contractor personnel must abide by the Clerk's rules and regulations when working on County property. The Clerk reserves the right to exclude or restrict access or access hours for any individual(s) for any reason.
      11. The Clerk expects “packaged” application (i.e., COTS software products) and system software to be provided by the Contractor as part of this project. Such software products shall be the most current version generally available as of the date of the physical installation of the software.
      12. Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
      13. Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
      14. Prior Use –The Clerk reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the Clerk.
      15. Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
      16. Changes – No alteration in any of the terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Clerk.
      17. Work for Hire – Contractor custom programming of this project (e.g., custom‐developed programs, reports, database schema, triggers, interfaces, etc.) shall be owned by the Clerk, as the work of the Contractor shall be a “work for hire”. Contractor shall retain no copyright or intellectual property interest in the work and the Contractor shall use them for no other purpose without the prior written permission of the Clerk.
   6. CONTRACTUAL RELATIONSHIP. Upon execution of the Final Agreement, the parties hereto are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between the parties. Each party shall be responsible for compliance with all applicable workers' compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any obligation of the other party to pay on behalf of its employees or to withhold from any compensation paid to such employees any social benefit, workers' compensation insurance premiums or any income or other similar taxes.
   7. DEFAULT. If the Vendor to whom the award is made fails to enter into the Final Agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
   8. FORMAL CONTRACT. The contract shall serve as the authorization to proceed in accordance with the proposal specifications and any special instructions. No Contractor is to begin any service prior to receipt of a properly executed Clerk contract.
   9. CANCELLATION. The Clerk may cancel the contract or any portions within it, at any time based on the Clerk's best interests. Such conditions/situations may include, but are not limited to, budgetary constraints, availability of in‐house resources to perform the work, dissatisfaction with the Solution, and/or dissatisfaction with the Vendor. The Clerk will accord such notice and opportunity to cure, if applicable, as it determines to be reasonable under the circumstances. The RFP, RFP Addenda, Proposal and required affidavits, and the agreement executed between the Courts and the Contractor shall constitute the Contract. These documents contain the entire agreement between the Clerk and the Contractor and no other documents shall be considered. In the event there is any discrepancy between any of these documents, the following order of documents governs so that the former prevails over the latter: Contract Amendments, Contract, Proposal, RFP Addenda, and RFP.
   10. COLLUSION OR FRAUD. Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void. Along with Vendor’s Proposal, Vendor shall submit a signed and notarized Non-Collusion Affidavit. (Appendix F)
   11. NO CONTACT. Direct contact with the Clerk's employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. All contact regarding this RFP shall be with the Designated Contact. Vendors that directly contact the Clerk's employees risk elimination of their proposal from further consideration. An exception to this exists only for organizations currently doing business with the Clerk who require contact in the normal course of doing that business.
   12. LOBBYING AND GRATUITIES. Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a Clerk's employee, any Ohio Court employee or agent of the Clerk or Courts concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.
   13. EXEMPTION FROM TAXATION. The Clerk is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal prices. Excise tax exception certificates will be furnished upon request.
   14. COMPLIANCE WITH LAW. Contractor is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State Laws, and County and Local Ordinances, regulations and codes, and those laws, ordinances, regulations and codes adopted during its performance of the work. The Contractor shall be properly licensed and authorized to transact business in the State of Ohio.
   15. INSURANCE. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
   16. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the Clerk. During the term of this Contract, the Contractor shall, at its own expense, carry insurance minimum limits as follows: 1) Comprehensive General Liability: $1,000,000; 2) b) Professional Liability/Misc. Error & Omissions/Product Liability: $1,000,000/$3,000,000
   17. If the contractual service requires the transportation of Clerk staff, the contractor shall, in addition to the above coverage’s, secure at its own expense the following coverage: 1) Automotive Liability (Bodily Injury): $100,000/$300,000; 2) Automotive Property Damage (to others): $ 25,000
   18. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance.
   19. INDEMNIFICATION. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless Columbiana County and the State of Ohio from contingent liability to others for damages because of bodily injury, including death, which may result from the Contractor's negligent performance under the Final Agreement, and any other liability for damages for which the Contractor is required to indemnify the Clerk and the State of Ohio under any provision of this Agreement,.
   20. CERTIFICATIONS OF COMPLIANCE WITH LAW. In submitting a proposal, Vendors certify that they comply with all Federal, State and local laws applicable to its activities and obligations including:
10. the laws of the State of Ohio;
11. the applicable portion of the Federal Civil Rights Act of 1964;
12. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
13. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
14. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.
    1. PERFORMANCE BOND. The Vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes. The Contractor may be required to submit a Performance Bond, or other suitable security, in the amount equal to the total cost proposal amount for the period of the contract award. The cost of this bond, or other suitable security if required in the Final Agreement, is the responsibility of the Vendor, and is not to be proposed nor recoverable as a separate cost item. The Performance Bond or other suitable security shall be delivered to the Clerk by the Contractor prior to finalizing the contract.
    2. NON-APPROPRIATION. The Clerk represents that he will have adequate funds to meet the obligations that will be incurred by contract. However, the Clerk shall have at their option the right to terminate any resulting contract should its appropriations, spending authority, or other revenues be reduced or terminated.
15. **Proposal Submission Guidelines**
    1. All proposals submitted will become the property of the Clerk and will not be returned.
    2. Proposals must remain valid for no less than 180 days from the Proposal Due Date, unless the time for awarding the contract is extended by mutual agreement of the Clerk and the Vendor.
    3. DUE DATE. Proposals are due at the office of the Columbiana County Commissioners, 105 South Market Street, Lisbon, Ohio 44432 by noon on the Due Date specified in the Schedule of Events.
16. Proposals received after the specified date and time will not be considered.
17. Vendors mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal no later than the specified date and time.
    1. DELIVERY INSTRUCTIONS. Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), Certified US Mail, or by hand to:

Columbiana County Commissioners

105 South Market Street

Lisbon, Ohio 44432

1. The outside of the envelope/package must be clearly labeled with the Vendor’s name and the following**:** *“Columbiana County Courts Request for Proposals Number: 2015-CCC‐1.”*
   1. FORMAT AND PACKAGING. To facilitate a timely and comprehensive evaluation of all submitted materials, proposals ***must*** contain the following pre-formatted response templates:
2. Appendix A - Cost Proposal Workbook
3. Appendix B - Application Functional Requirements
4. Appendix C - Vendor References
5. Appendix D - Recommended Hardware
6. Appendix E - Proposed Software
7. Appendix F - Non-Collusion Affidavit
8. Appendix G – Personal Property Non-Delinquent Tax Affidavit
   1. Proposals may also be accompanied by additional supporting documentation. Only information sufficiently cross referenced in the proposal so reviewers can locate all the important elements of the document will be considered for evaluation purposes.
   2. The Proposal shall be signed by a duly authorized officer and organized into two separate binders, each labeled with the name of the Vendor and the section of the proposal enclosed. The two binders shall be as follows:
9. Solution Proposal: Two (2) signed originals in 3‐ring binders. Also provide three (3) separate CD‐ROMs or DVDs with electronic copies in their original format (e.g., MS Word or MS Excel), and in PDF, and in the same order as the binders.
10. Cost Proposal: Two (2) signed originals in 3‐ring binders. Also provide three (3) separate CD‐ROMs or DVDs with electronic copies in their original format (e.g., MS Word or MS Excel), and in PDF, and in the same order as the binders.
    1. The Solution and Cost Proposals binders, and their respective CDs/DVDs, must be placed into separately sealed envelopes within the Vendor’s proposal submission package.