

REQUEST FOR PROPOSAL

Issued By

OREANS PARISH CRIMINAL DISTRICT COURT  
OFFICE OF THE MANAGEMENT OF INFORMATION SYSTEM DIRECTOR

Darrell R. Gray

**Orleans Parish Criminal District Court**

2700 TULANE AVENUE \* SUITE 200  
NEW ORLEANS, LOUISIANA 70119  
PHONE (504) 658-9100 \* FAX (504) 658-9113



Sealed bids will be received at the office of the  
MIS Director, Room 200 Judicial Administration Office  
New Orleans, Louisiana  
UNTIL 4:00 PM  
Friday, November 13, 2009  
furnishing the supplies or services described herein.

RETURN THIS COVER  
COPY WITH YOUR BID

SUBMITTED BY

\_\_\_\_\_  
Company

Jury Management System  
Judicial Administration Office  
Bid #09-01-01

TABLE OF CONTENTS

BID DOCUMENTS RETURN CHECK LIST .....	iv
LEGAL NOTICE .....	vi
SCHEDULE OF EVENTS .....	viii – ix
NON-COLLUSION AFFIDAVIT* .....	xi
REFERENCES* .....	xiii – xiv
SCOPE OF WORK .....	1 – 15
SIGNATURE SHEET* .....	17
COST PROPOSAL* .....	23 – 29
GENERAL INSTRUCTIONS .....	A – K

\*These sheets must be included with your bid.

Vendors who have downloaded this RFP are strongly encouraged to submit a bid registration form so that you can be notified of any additional information (addenda) when issued.

Please do not submit the General Instructions to Bidders, the bid specifications, or any other unnecessary literature (catalogs, pamphlets, etc.) with your bid unless requested by Orleans Parish Criminal District Court; only the information specified in the bid document.

If your bid packet does not have all pages included, contact the MIS Director's Office at 504-658-9100.

Be sure to include the bid name and/or number on any correspondence envelopes.

This page intentionally left blank

## **BID DOCUMENTS RETURN CHECKLIST**

- NON-COLLUSION AFFIDAVIT.....Page xi
- REFERENCE SHEET.....Page xiii - xiv
- SIGNATURE SHEET.....Page 17
- COST PROPOSAL SHEET.....Page 23 – 29

**Please fill out and return the above forms with your bid response in a sealed envelope with the bid number printed on the out side. Please send original and 3 copies of your bid response.**

This page intentionally left blank

**LEGAL NOTICE**  
**REQUEST FOR PROPOSAL**

The Orleans Parish Criminal District Court will accept proposals for the purchase of the following items or services:

**JURY MANAGEMENT SYSTEM**  
Information Technology  
Bid# 09-01-01

All bid proposals are due by:

**Friday, November 13, 2009 at 4:00 p.m.**

In the office of the MIS Director of Orleans Parish Criminal District Court, Suite 200, 2700 Tulane Avenue, New Orleans, Louisiana 70119. Proposals will be opened and publicly recorded on Monday 16, 2009, at 9:00 a.m.

Proposal documents and information may be obtained by contacting the Office of the MIS Director or by visiting the website at [www.criminalcourt.org](http://www.criminalcourt.org).

Orleans Parish Criminal District Court reserves the right to accept or reject any and all bids.

**Darrell R. Gray**  
Orleans Parish Criminal District Court – MIS Director  
Phone 504.658.9100  
Fax 504.658.9113  
[bid\\_info@criminalcourt.org](mailto:bid_info@criminalcourt.org)

This page intentionally left blank

## SCHEDULE OF EVENTS

### INTRODUCTION:

The Orleans Parish Criminal District Court MIS Department seeks responses from qualified vendors to provide a Jury Management System.

### BID SCHEDULE:

Bid proposals are due by Friday, November 13, 2009 at 4:00 P.M. central-standard time and must be submitted to:

Darrell R. Gray  
Orleans Parish Criminal District Court – MIS Director  
2700 Tulane Avenue, Suite 200  
New Orleans, Louisiana 70119

Proposals should be submitted in an envelope with Bid # 09-01-01 marked on the outside. The proposals will be opened and publicly recorded on Monday, November 16, 2009 at 9:00 A.M.

### AWARD OF BID:

The bid will be awarded to the lowest most responsible bidder. Bids that exceed \$75,000 will not be considered. Orleans Parish Criminal District Court reserves the right to extend bid prices to other courts and municipalities. Purchases from sale items outside of this bid will not exceed the purchasing ordinance requirements for sealed bids.

### SHIPPING:

Pricing must include delivery charges to all Orleans Parish Criminal District Court offices. This includes but is not limited to:

Orleans Parish Criminal District Court, 2700 Tulane Avenue, New Orleans, LA. 70119

### QUESTIONS:

All questions regarding the Invitation for Bid must be submitted in writing. In order to guarantee sufficient time to provide all vendors with a response, questions must be received by the MIS Director's Office by Thursday, October 15, 2009, at 4:00 P.M. All inquiries must be directed in writing to:

Darrell R. Gray, MIS Director  
Orleans Parish Criminal District Court, Suite 200, New Orleans, LA. 70119  
Fax: 504.658.9113  
Email: Jury\_Management\_Bid\_Info@criminalcourt.org

Please DO NOT contact any other Court Departments or Staff for inquires regarding this bid.

**REQUIRED DOCUMENTS:**

1. Cost Proposal – Completed & signed
2. Non-Collusion Affidavit - Completed & notarized
3. Employer Report Form CC-1 and required documents or current certification number as explained in the General Instructions
4. References

**SCHEDULE OF EVENTS:**

- |                  |                            |           |
|------------------|----------------------------|-----------|
| • Bid Released:  | Thursday, October 8, 2009  | 8:00 a.m. |
| • Questions Due: | Thursday, October 22, 2009 | 4:00 pm   |
| • Bid Due:       | Friday, November 13, 2009  | 4:00 pm   |
| • Bid(s) Opened: | Monday, November 16, 2009  | 9:00 am   |

**NOTICE**

The Non-Collusion Affidavit must be signed and notarized for your bid to be considered qualified.

This page intentionally left blank

NON-COLLUSION AND CERTIFICATION OF ELIGIBILITY  
AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

Parish / County of \_\_\_\_\_ SS \_\_\_\_\_,

being first duly sworn, deposes and says that:

(1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached bid;

(2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Parish of Orleans of any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) That the Prime Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either Bid Rigging or Bid Rotating.

Signed \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(SEAL)  
Notary Public

This page intentionally left blank

## References

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar services, material or equipment for a period of **not less than one (1) year**.

The bidder verifies that they have provided equipment or supplies to that contained in this contract to the following parties with needs similar to that of Orleans Parish Criminal District Court authorizes the Court to verify references of business and credit at its option.

In addition, please detail the following information:

_____ Length of account tenure
Company Name: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone Number: _____
Email: _____

_____ Length of account tenure
Company Name: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone Number: _____
Email: _____

\_\_\_\_\_ Length of account tenure

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Signature of Bidder authorized the Orleans Parish Criminal District Court to verify business references.*

This page intentionally left blank

Orleans Parish Criminal District Court

Request for Proposals

SOFTWARE AND IMPLEMENTATION SERVICES  
FOR A  
JURY MANAGEMENT SYSTEM

BID #09-01-01

SUBMIT PROPOSALS BY

FRIDAY, November 13, 2009  
4:00 p.m. (Central Time) to:

Orleans Parish Criminal District Court  
MIS Director  
2700 Tulane Avenue, Suite 200  
New Orleans, LA. 70119

<b>PART I</b>		<b>INTRODUCTION</b>	
1.1	Introduction	.....	4
1.2	Background	.....	4
1.3	Current System	.....	4
1.4	Implementation Schedule	.....	4
1.5	Required System Capabilities	.....	4 – 5
1.6	Quality of Responses	.....	5
<b>PART II</b>		<b>GOVERNMENT STRUCTURE</b>	
2.1	Governance	.....	5
2.2	Court Services	.....	5
<b>PART III</b>		<b>PROPOSAL FORMAT</b>	
3.1	Proposal Format	.....	5 – 6
3.2	Executive Summary	.....	6
3.3	Scope of Services/Understanding of the Project/Assumptions	.....	6
3.4	Company Background	.....	6 – 7
3.5	Proposed Application Software and Computing Environment	.....	7
3.6	Functionality Descriptions by Module	.....	7
3.7	Database and Third-Party Software	.....	7
3.8	System Features	.....	8
3.9	Responses to System Requirements	.....	8
3.10	Implementation, Support and Training	.....	8
3.11	Maintenance and Support Program	.....	8
3.12	Client References	.....	8 – 9
3.13	Cost Proposal	.....	9
3.14	Contract Terms and Conditions	.....	9
3.15	Sample Documents	.....	9 – 10
<b>PART IV</b>		<b>GENERAL CONDITIONS</b>	
4.1	General Requirements	.....	10
4.2	Calendar of Events	.....	10
4.3	Issuing Agent	.....	11
4.4	Submission Requirements	.....	11
4.5	Delivery of Proposal	.....	11
4.6	Proposal Costs	.....	11
4.7	Pre-Proposal Conference	.....	12
4.8	Acceptance	.....	12
4.9	General	.....	12
4.10	Inspection	.....	12
4.11	Subcontracts for Work or Services	.....	12
4.12	Disallowance	.....	12
4.13	Licensing and Permits	.....	12 – 13
4.14	Retention of Vendor Material	.....	13
4.15	Independent Contractor	.....	13
<b>PART V</b>		<b>EVALUATION PROCESS</b>	
5.1	Overview	.....	13
5.2	Evaluation	.....	13
5.3	Overall Project Approach	.....	13

5.4 Evaluation Team.....	13
5.5 Key Evaluation Events.....	13 – 14
5.6 Demonstrations .....	14
5.7 On-Site Demonstrations.....	14
5.8 Site Visits.....	14
5.9 Contract Negotiations .....	14
5.10 Final Award Criteria.....	14
5.11 Summary.....	14 – 15
<b>PART VI      TECHNOLOGY ARCHITECTURE</b>	
6.1 Overview .....	15
6.2 Scope .....	15
6.3 Current Environment .....	15
6.4 General Requirements .....	15
Signature Sheet .....	17
<b>PART VII      SYSTEM FEATURES</b>	
Features .....	19
<b>PART VIII      OTHER DOCUMENTS</b>	
Checklist of Mandatory Submittals .....	20
Software Firm Reference List .....	21
Implementation Firm Reference List .....	22
Cost Schedule 1: Summary .....	23
Cost Schedule 2: Licensing Fees .....	24
Cost Schedule 3: Professional Services .....	25
Cost Schedule 4: Non-Labor Costs .....	26
Cost Schedule 5: Training Costs .....	27 – 28
Cost Schedule 6: Other Costs .....	29

## I. INTRODUCTION

**1.1 Introduction.** The Orleans Parish Criminal District Court MIS Department, seeks from all interested companies, proposals to acquire and implement a Jury Management System. The Court is seeking proposals from qualified vendors that provide state-of-the-art software, implementation, and conversion services that does not exceed the total cost for implementation of \$75,000. The Court expects system implementation would begin in December 2009 and would like installation of the entire system completed by April 30, 2010. Proposals are due no later than 4:00 p.m. on Friday, November 13, 2009.

This Request for Proposals (RFP) seeks to solicit proposals from vendors that can provide a software solution that satisfies the Orleans Parish Criminal District Court's requirements for a Web-based computerized jury management software package which contains a fully integrated group of products from data collection to administration. The Court expects to provide all departments, local and remote offices with the option of access to the system.

**1.2 Background.** Orleans Parish Criminal District Court consists of twelve (12) district judges, one (1) magistrate court judge with 4 magistrate commissioners. All judgeships are elected officials from within Orleans Parish of the state of Louisiana. Each magistrate commissioner is appointed by the Chief Judge of the court. As of the 2000 US census the approximate population of New Orleans was 484,000. Due to Hurricane Katrina of 2005, the population of New Orleans is considerably lower.

The average number of jury trials in any given month is about 25. The jury pool consists of about 200 citizens of Orleans Parish a day. The jury pool must serve for a total of eight (8) days in a given month period or 2 days a week over a four week period. Jury trials generally last on average for 2 days. Finally, jurors that are not selected for a trial are not required to serve on Fridays and over holiday periods.

Additionally, juror pool sources are shared between criminal and civil cases. If a juror serves in either venue, they are relieved from serving for a two (2) year period. The jury pool sources are via Louisiana state identification, Louisiana state driver's license, and/or Orleans Parish voter's registration.

**1.3 Current System.** The Court currently uses a vendor supplied Jury Management System that is housed in Orleans Parish Civil District Court facilities. The Court has utilized this system since 2000 and decided that it was time to re-evaluate the need for a new system. The Court has chosen to examine the possibility of procuring a replacement package and this RFP is meant to evaluate the availability of such a solution to meet the Court's growing needs.

**1.4 Implementation Schedule.** The Court seeks all interested vendors in implementing a Jury Management system. Implementation of the system would be targeted to "go live" by May 2010. The Court would like proposals to outline an implementation, conversion, and training schedules that are optimal for project success. Post-implementation support should also be included and discussed.

**1.5 Required System Capabilities.** Vendors should submit minimum hardware requirements, desktop requirements, network requirements and other sizing information when submitting responses to this RFP. The Court expects to provide courtrooms with the option of access to the system so they can utilize the system for employees within their jurisdiction. Proposals should assume a minimum of 15 concurrent users for the system. However, the Court will give preference to software vendors which provide an unlimited user license so that maximum advantage of the system can be taken. Responses should address the following:

- Web-based environment.

- All proposed modules must be fully integrated—the level of such integration must be described.
- All proposals must identify a primary vendor to provide software support and maintenance.
- Any hardware necessary to support the proposed system that Orleans Parish Criminal District Court currently does not have must be included in the cost proposal, including cost estimates for installation. The Court may choose to purchase these items from the proposer OR on its own. These costs are important in judging the thoroughness of the proposal.
- Third-party software licenses and support must be priced. The extent to which separate agreements are needed must be clearly delineated. The Court will favor those proposals that minimize the need to negotiate additional third-party licenses beyond the principal software vendor.
- Software must have GUI interfaces, security capabilities, and flexible account structure.
- Software must have flexible reporting capabilities.
- See attachment for Juror Notification and Juror Tracking Processes

**1.6 Quality of Responses.** Orleans Parish Criminal District Court expects vendors to submit a professional proposal that responds to each of the areas listed in this RFP. Please follow all instructions carefully. Proposal contents should be submitted according to the outline specified. Hardcopy and electronic responses must be submitted as outlined in the RFP. A proposal which fails to follow these instructions may be considered non-responsive to the RFP requirements and eliminated from further consideration.

## **II. GOVERNMENT STRUCTURE**

**2.1 Governance.** New Orleans Police Foundation Board-Administrator structure: The 5-member board (one representative per Foundation member) has a chairperson and delegates the day-to-day duties to a hired administrator who supervises various organizations. The Board meets at least once a quarter or on an as needed basis. The business of the Board is conducted through the committee system. Each of the standing committees is responsible for oversight and budgetary control of its assigned areas. The committees report their activities to the full Board each quarter. The Board oversees an annual budget of over \$85 million, and appoints a Board Administrator who oversees the day-to-day functions of all appointed (non-elected) departments, advises the Foundation Board on matters of policy, and implements the directives of the Police Foundation Board. Responsibilities of the office include:

- Development of the annual budget
- Coordination of public relations programs
- Provision of administrative services to the Court Board
- Administration of equal employment opportunity and affirmative action policies
- Human Resource Management & Payroll
- Risk Management
- Facilities Management

**2.2 Court Services.** Orleans Parish Criminal District Court services to citizens of the City of New Orleans in state of Louisiana. General court services include: judicial criminal matters as set forth by Louisiana State Laws and Statutes enforceable by the Magistrate and 12 District Court Judges.

## **III. PROPOSAL FORMAT**

**3.1 Proposal Format.** Vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit 4 hardcopies (containing one signed original) and one electronic copy on CD-ROM in a sealed package. Vendors must also be sure they have received the

following documents electronically:

- 1) An Adobe Acrobat document containing the “REQUEST FOR PROPOSAL”
- 2) A Microsoft Excel document containing the RFP Parts VII-VIII with spreadsheets for features, cost submission, and references

Vendors are required to complete Parts VII and VIII electronically in their original Excel format. In addition, in order to facilitate the analysis and efficient distribution of RFP sections to members of the Court evaluation team, the entire proposal should be submitted in hard-copy AND electronically on CD or DVD. Proposals not submitted both electronically and hard-copy will be considered incomplete. Proposals should be prepared in a professional manner using straightforward, concise description of the vendor’s capabilities to satisfy the requirements of the RFP. Again, the proposal, the functional/technical requirements response section, the cost section, and the references should all be submitted on CD or DVD AND in hard copy as part of the submitted document. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Title Page  
Letter of Transmittal  
Table of Contents

<u>Section</u>	<u>Title</u>
1.0	Executive Summary
2.0	Scope of Services/Understanding of Project/Assumptions
3.0	Company Background
4.0	Proposed Application Software and Computing Environment
5.0	Functionality Descriptions by Module
6.0	Database and Third Party Software
7.0	System Features (Integration, Security, Audit Trails, Work Flow, Web Enablement and Reporting)
8.0	Responses to Functional/Technical Requirements
9.0	Implementation, Support, and Training
10.0	Maintenance and Support Program
11.0	Client References
12.0	Cost Proposal
13.0	Contract Terms and Conditions
14.0	Sample Documents

(Instructions relative to each part of the response to this RFP are defined in the remainder of this section.)

**3.2 Executive Summary (Section 1.0).** This part of the response to the RFP should be limited to a brief narrative highlighting the vendor’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. The Executive Summary should not include cost quotations. Please note that the executive summary should identify the primary engagement contact for the software vendor and the primary engagement manager for the implementation services firm. The Court prefers that software firms, NOT their resellers, to be the primary engagement manager.

**3.3 Scope of Services/Understanding of the Project/Assumptions (Section 2.0).** This section of the proposal should include a general discussion of the proposer's understanding of the “overall” project, the timetable, the scope of work proposed, and a summary of the proposal's major assumptions.

**3.4 Company Background (Section 3.0).** Proposers must provide the following information about their company and the implementation partner's company so that the Court can evaluate their stability and ability to support the commitments set forth in response to the RFP. The Court, at its option, may require a proposer to provide additional documentation and/or clarify requested information. The proposer AND implementation firm should each outline their company's background, including:

- How long the company has been in business.
- A brief description of the company size and organization.
- If applicable, how long the company has been selling the software proposed to public sector clients.
- The number of public sector installations and size of each (number of users).
- Most recent audited financial statements (e.g., annual sales, profitability, etc.).
- Listing of public sector installations by name and state. Orleans Parish Criminal District Court customers are to be listed first, if available.
- Any material (including letters of support or endorsement) indicative of the vendor's capabilities.

**3.5 Proposed Application Software And Computing Environment (Section 4.0).** The proposer must present, in detail, features and capabilities of the proposed application software.

In addition, the following information should be included:

**Hardware Environment:** Describe the ideal hardware environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks of each, if any.

**Network Environment:** Describe the ideal network environment required to utilize the proposed software. (Please note that only TCP/IP protocols will be considered) In the event there is more than one suitable network configuration, list all options indicating the relative strengths and drawbacks of each, if any.

**Operating System:** Identify the ideal operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks of each, if any.

**3.6 Functionality Descriptions by Module (Section 5.0).** The proposer should describe all modules that are being proposed to fulfill the Court's requirements. A description of the module highlights should also be included. The proposer may include marketing material as long as it provides a detailed description of the module.

**3.7 Database and Third-Party Software (Section 6.0).** The proposer should identify the ideal database platform for the proposed software. In the event there is more than one suitable database platform, list all options indicating the relative strengths and drawbacks of each, if any; proposers must explicitly state the name of any third-party products that are part of the proposed solution to the Court's list of requirements. For each third-party product, there should be a statement about whether a proposer's contract will encompass the third-party product and/or whether the Court will have to contract on its own for the product. Include a description of any products, features or other value added components available for use with the proposed system that have not been specifically requested in this RFP. The proposer should also provide proof that they have access to the third-party software source code (own or in escrow) and that the proposer has the ability to provide long-term support for the third-party software component of their system. Consideration of these products, features, or other value added components will be given where these may be of value to the Court.

**3.8 System Features (Section 7.0).** The proposer should include a detailed description of the proposed system's integration, security, audit trail, workflow, Web enablement, and reporting features.

**3.9 Responses to System Requirements (Section 8.0).** Responses to the requirements listed in Part VII, System Requirements, of this RFP must be provided in this section of the proposal. Proposers should use the format provided and fill in the "response" column with one of the choices below. Any explanatory details should be delivered in a separate spreadsheet using the requirement number as a reference. The following answer key should be used when responding to the requirements:

- Y=Yes
- N=No
- Y/M=Modification at no cost
- M=Modification

Note: Proposers must answer requirements with only one of the above keys. Any requirement that is answered in any other way will be treated as a negative/non- response. Proposer should feel free to create their own separate spreadsheet for lengthy comments on particular requirements. All requirement responses must be submitted in the MS Excel sheet format.

**3.10 Implementation, Support, and Training (Section 9.0).** The proposer must provide a detailed plan for implementing the proposed system and for providing training and ongoing support. This information MUST include:

- Project organization chart.
- Overview of Implementation Methodology. Overview should describe the philosophy on the use of a vendor supplied project manager (on-site and/or offsite).
- Overview of proposed training, including options for on-site or off-site training services, for project team, end users and Information Technology personnel.
- Implementation and training plan. The plan MUST include an estimated time frame and deliverable for each stage of the project. The detail MUST also include an estimate of work effort for Court and proposer in percentages (ex: 35% Court effort, 65% proposer effort Note: these estimates are not binding at this time but should reflect the size and scope of the system proposed).
- End User Manual and Operations/Support Manual. These manual must accompany the system for training of users as well as the training of MIS support staff.

**3.11 Maintenance and Support Program (Section 10.0).** Specify the nature of any post- implementation support provided by the vendor including:

- Telephone support should include toll-free support hotline; hours of operation; availability of 24 x 7 hotline, etc.
- Special plans defining "levels" of customer support (e.g., gold, silver, etc.).
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups.
- Problem reporting and resolution procedures.
- Operations Support Manual.
- Other support (e.g., on-site, remote dial-in, Website access to patches, fixes and knowledge base).

**3.12 Client References (Section 11.0).** Orleans Parish Criminal District Court considers references for BOTH the software and implementation vendor to be important in its decision to award a contract. The Court will not call vendors to tell them that their references will be called during the selection process.

CLIENT LIST— Responding vendors should provide a complete client list describing date of installation, length of implementation, name of client, jurisdiction, address, telephone and fax numbers, and e-mail address.

SOFTWARE VENDORS—Software vendors should provide five (5) client references that are similar in size and complexity to the Orleans Parish Criminal District Court, and have utilized the proposed system in a comparable computing environment. Submit references for fully completed "live" installations to the extent possible. Information should include at the minimum: date of installation, length of implementation, name of client reference, name of agency's project manager, jurisdiction, address, telephone, and fax numbers.

IMPLEMENTATION FIRMS-Implementation firms are expected to provide five (5) references (unless already included in the references for software firms) for sites similar to Orleans Parish Criminal District Court where they have implemented the software being proposed. The information requested for the software vendors (names, addresses, titles, etc.) should also be provided here.

**3.13 Cost Proposal (Section 12.0).** Proposers should submit project costs. The proposer's cost proposal must be presented in the format provided in the cost submission section of this RFP. Detailed costs should be provided and submitted on CD or DVD in MS Excel format. The Court reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process. Again, the total cost of this effort cannot exceed \$75,000.

**3.14 Contract Terms And Conditions (Section 13.0).** After software demonstrations, the Court expects to conduct "discovery" sessions with some or all proposers to clarify the costs and scope of the proposal. In addition, items such as costs, hours, warranty for software, warranty for implementation services, and the utilization of payments based on milestones and deliverables, maintenance and support fees, and other items are expected to be further clarified. Proposers will then have the opportunity to review the Court's general terms & conditions.

Proposers are required to submit information in this section regarding the following:

- The complete name of firm or person(s) submitting proposal, the main office address, primary and secondary contact person(s) and their respective telephone numbers (including area codes).
- The names and titles of the firm's project manager for implementation and professional staff members who would likely be involved in implementing the proposed system.
- Any additional information which will distinguish the proposal in its service to the Orleans Parish Criminal District Court.

The Court may make such inquiries it deems necessary to determine the ability of the proposer to perform the work proposed. The proposers shall be expected to furnish the Court, or its consultants, within five (5) days of request, all such information and data for this purpose as may be required. The Court reserves the right to reject any proposal if the evidence submitted, or Court inquiries, fail to satisfy the Court that the proposer is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

**3.15 Sample Documents (Section 14.0).** To establish a complete and competitive proposal, proposers must include sample copies of the following documents:

- Sample software licensing agreement

- Sample implementation services agreement
- Sample standard reports
- Sample documentation (CD-ROMs are preferred)

Only one copy of these items should be submitted and they can be submitted separate from the main proposal. The main proposal should have a statement of what has been provided separately.

**IV. GENERAL CONDITIONS**

**4.1 General Requirements.** By virtue of submitting a proposal, interested parties are acknowledging the following:

- (1) This RFP is a request for software AND implementation services. As such, proposals from implementation firms alone, or software firms without an implementation mechanism, will be rejected. Except in the case where software firms also perform implementation services, they are expected to partner with a firm certified to implement their software. The implementation firm should have proven capabilities and experience in integration in the public sector with the software vendor.
- (2) Although Orleans Parish Criminal District Court is willing to sign separate software license and implementation services agreements, for the purposes of system evaluation, the software vendor will be recognized as the primary bidder. Representatives of the software vendor will also be considered as the engagement manager during the proposal evaluation phase. Moreover, if the Court is not satisfied with the implementation firm proposed, it reserves the right to ask the software vendor to propose a different partner during the proposal evaluation process.
- (3) All firms submitting proposals agree to follow the evaluation process outlined in this RFP. In particular, firms are expected to be available for software demonstrations. If firms are not available for demonstrations, the Court reserves the right to reject any firm that cannot make presentations.
- (4) The Orleans Parish Criminal District Court reserves the right to attach to the implementation services contract the proposer's responses to the detailed system requirements and other information provided in the proposal.
- (5) Total Contract cost must not exceed \$75,000.

**4.2 Calendar of Events.** The following dates outline milestones for this proposal:

<u>EVENT</u>	<u>DATE</u>
RFP Issued	September 30, 2009
Written Questions Due	October 22, 2009
Response Due	November 13, 2009
Proposals Are Opened	November 16, 2009
Demonstrations, evaluations, & site visits	November 16 - 25, 2009
Final vendor agenda briefing complete	November 23, 2009
Committee approval of vendor	December 7, 2009
NOPJF Board approval	December 14, 2009
Final Contract Established	December 30, 2009
Implementation Start Date	January 11, 2009
System Acceptance Test	May 10, 2010
Training Starts	May 17, 2010
Production Ready	May 28, 2010
Go Live Date	June 3, 2010

**4.3 Issuing Agent.** This RFP is being issued by the Orleans Parish Criminal District Court – MIS Director and the respective user divisions and departments for the Court. Please be sure to review the “REQUEST FOR PROPOSAL” document to become familiar with the general instructions to bidders. Vendors are specifically directed NOT to contact any Court or Police Foundation personnel for meetings, conferences, or technical discussion related to the RFP. Unauthorized contact of any Court or Police Foundation personnel may be cause for rejection and disqualification of vendor’s RFP response. All questions and communications regarding responses to this RFP should be referred in writing to:

Orleans Parish Criminal District Court – MIS Director’s Office  
2700 Tulane Avenue, Suite 200  
New Orleans, Louisiana 70119  
FAX: (504) 658-9100  
E-mail: bid\_info@criminalcourt.org

All inquiries, either oral or written, and all responses thereto, unless in the form of a formal amendment to this RFP, are not a part of this document and as such, cannot have any legal or contractual basis.

**4.4 Submission Requirements.** To facilitate evaluation of proposals, the original proposal electronic copies of responses to requirements and cost spreadsheets, and four (4) hard copies shall be submitted to the Orleans Parish Criminal District Court and addressed as shown below. The original shall be clearly marked “original” and contain an electronic copy of the entire proposal on CD or DVD with other electronic attachments (cost spreadsheet, requirements responses spreadsheets, and references).

Proposals must be received no later than 4:00 p.m. Central Time, Friday, November 13, 2009. Proposals shall be marked "Orleans Parish Criminal District Court, Jury Management System; Sealed Proposal." Late proposals will not be considered.

Mailing Address: Orleans Parish Criminal District Court  
MIS Director  
2700 Tulane Avenue, Suite 200  
New Orleans, Louisiana 70119

Completeness of proposals is a criterion that will be used to decide whether vendors receive further consideration. Please use checklist in Part VIII, Other Documents, and note the following:

- Responses to detailed system requirements, using the coding scheme stated in this RFP, and completed to the maximum extent possible.
- Cost spreadsheets —filled out completely—especially costs of software, implementation services, training, travel costs, and other implementation costs. In addition, vendors are expected to present hourly rates by phase and estimated work hours for vendor and Court staff by implementation phase.

**4.5 Delivery of Proposal.** Each proposal must be received by the date and time set. Submissions shall be identified with the name of the proposer and the date and time of closing. The Court cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Court MIS Director prior to the established deadline.

**4.6 Proposal Costs.** Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Court to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, or for participating in any selection interviews.

**4.7 Pre- Proposal Conference.** There will be no pre-proposal conference.

**4.8 Acceptance.** Submission of any proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal.

**4.9 General.** The materials or services set forth in the proposal shall be furnished by bidder/seller subject to all the terms and conditions listed herein which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions. The Court will require the vendor to provide an escrow arrangement for the source code for all the programs delivered. While it is not the Court's intention to make modifications to the system it must be prepared for the contingency that the vendor may cease to do business. The vendor shall deliver a performance bond in accordance with the General Instructions to Bidders provided by the Orleans Parish Criminal District Court – MIS Director.

**4.10 Inspection.** All supplies and equipment furnished by the agreement shall be exactly as specified in a purchase order, free from all defects in vendor's design, workmanship, and materials and, except as otherwise provided, shall be subject to inspection and test by Court at all times and places. The vendor shall provide adequate cooperation to any inspector assigned by the Court to permit him/her to determine the vendor's conformity with these specifications. If any supply or equipment is not in conformity with the specifications and requirements of the agreement, the Court shall have the right to require the vendor to conform to the specifications and requirements, reject the material in all or part, or require delivery of such materials or supplies at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by Court, Court may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies, and services and, in addition to any costs for which Seller may become liable to Court under other provisions of this order, shall reimburse Court for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials or supplies. The Court may withhold such costs from any amount still owed to vendor under any contractual agreements with Court. Vendor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud.

**4.11 Subcontracts for Work or Services.** No contract shall be made by the Contractor with any party for furnishing any of the products or services herein contained without the prior written approval of the Purchasing Agent; but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting agreement.

**4.12 Disallowance.** In the event the Contractor receives payment for products or services under the contract which is later disallowed for nonconformance with the terms and conditions herein by the Court, the Contractor shall promptly refund the disallowed amount to the Court on request, or at its option, the Court may offset the amount disallowed from any payment due to the Contractor under any contract with the Court.

**4.13 Licensing and Permits.** All proposers and contractors shall be licensed, if required, in accordance with the laws of this State. Any proposer or contractor not so licensed is subject to the penalties imposed by such laws. All proposers/contractors shall further warrant that they have all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of products or services hereunder required by the laws and regulations of the United States, State of Louisiana, the Orleans Parish Criminal District

Court and all other appropriate governmental agencies, and shall maintain these throughout the term of the agreement.

**4.14 Retention of Vendor Material.** The Court reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected.

**4.15 Independent Contractor.** The Contractor is, for purposes arising out of this contract, an Independent Contractor and shall not be deemed an employee of the Court. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which Court employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. Contractor hereby holds Court harmless from any and all claims that may be made against Court based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. Notwithstanding the foregoing, if Court determines that pursuant to Federal and State law Contractor is an employee for purposes of income tax withholding, Court shall upon two (2) weeks notice to Contractor withhold from the payments hereunder to Contractor, Federal and State income taxes and pay said sums over to the Federal and State Government.

## **V. EVALUATION PROCESS**

**5.1 Overview.** This section outlines the formal process that will be used by Orleans Parish Criminal District Court to evaluate proposals for a new Jury Management system.

**5.2 Evaluation.** The actual decision to select a software/implementation vendor(s) will be made by Orleans Parish Criminal District Court staff with final approval from the Court Board.

**5.3 Overall Project Approach.** Orleans Parish Criminal District Court recognizes that a new system provides an opportunity to rethink traditional processes. The Court begins this project with the assumption that the software solution that is chosen is designed based on best business practices for municipal governments. With the goal of making minimum modifications and customizations to the system, Orleans Parish Criminal District Court will examine opportunities to improve its current business processes as it implements the new system. It realizes that the credibility and capability of the implementation firm is a key determinant of overall project success.

**5.4 Evaluation Team.** A team structure will be used to evaluate software and implementation services proposals. The Evaluation Team is responsible for the evaluation and rating of the proposals, vendor demonstrations, and site visits. The Team will evaluate software functionality, technology architecture, implementation capabilities, costs, and other business partnering criteria. The Team may consist of various users throughout the court departments. The Team's objective is to make recommendations for vendor selection to the Court Board. Most members of the Evaluation Team will participate consistently throughout the demonstrations.

**5.5 Key Evaluation Events.** The following presents the key events for major activities associated with the evaluation process.

- Review of Proposal Narrative
- Functional and Technical Requirements Analysis
- Comparative Cost Analysis
- Reference Checks for Software and Implementation Firms
- Vendor Demonstrations
- Site Visits by Orleans Parish Criminal District Court
- Discovery Sessions

- Updated Cost Proposals
- Statement of Work Development
- Contract Established
- Report to Orleans Parish Criminal District Court Administrator and Board

**5.6 Demonstrations.** Upon receipt of the proposals, Orleans Parish Criminal District Court will review all proposals and conduct analysis activities to eliminate vendors from consideration for software demonstrations. The decision to eliminate vendors will be based on (1) overall responsiveness of the proposal to RFP, (2) functional and technology requirements analysis, (3) preliminary costs analysis, (4) findings from reference checks, and (5) capabilities of software and implementation firms through industry research.

**5.7 On-Site Demonstrations.** Only vendors who have not been eliminated from consideration will be invited to make presentations. Vendors will be asked to present on-site and may also be required to staff a “Software Demonstration Lab” that can be accessed by Orleans Parish Criminal District Court end-user community during the demonstrations. The ‘Software Demonstration Lab’ will consist of a room with at least one PC that contains the software being evaluated. This approach allows end-users with detailed questions to step outside the main demonstration after a subject has been covered and still have the opportunity to ask questions.

**5.8 Site Visits.** Orleans Parish Criminal District Court requests that vendors coordinate site visits. Site visits are expected for vendors still under consideration after software demonstrations. Vendors should be prepared to present to Orleans Parish Criminal District Court three entities for site visits. The sites should have a fully implemented Jury Management system. The sites should be similar in size and project scope to the Court. In addition, sites in the Southeast region are preferred. However, the Court views comparability of sites to its situation to be the most important criteria.

**5.9 Contract Negotiations.** The Court will meet with the selected vendor to work with its legal team to establish a formal contract. Penalties for failure to implement according to schedule will be determined during these negotiations. If a formal contract is not established with the first vendor selected, Orleans Parish Criminal District Court reserves the right to begin negotiations with the second vendor.

**5.10 Final Award Criteria.** Recommendations for the selection of the final vendor for Orleans Parish Criminal District Court will be based upon the following scoring criteria for the various areas:

- 5% - Quality, clarity, and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.
- 10% - Cost and quality of software services.
- 10% - Cost and quality of implementation services.
- 5% - Software demonstrations and site visits.
- 20% - Ability to meet Functional/Technology requirements of the Court.
- 20% - Implementation and training plans.
- 10% - Demonstrated successful performance of proposed software and implementation services elsewhere in the public sector.
- 10% - System maintenance, upgrades, and ongoing technical support; response time.
- 10% - Vendor financial stability and industry reputation.

**5.11 Summary.** The intention of issuance of this RFP is to promote a competitive process for the evaluation of software and implementation opportunities that provide the best value to Court within their fiscal constraints.

## **VI. TECHNOLOGY ARCHITECTURE**

**6.1 Overview.** This section summarizes key technical requirements of the proposed application solution including software characteristics, capabilities and structure, and hardware platforms. In addition to obtaining a set of applications that provide the desired functionality, it is essential that the underlying technologies have the capability, performance, and design to support current and future demands of Court. The following outlines the Court's preferred technical requirements for the new system:

- A solution that can effectively handle the anticipated volume of users and activity in reasonable time frames. Hardware and software must comply with Court Technology Standards and the equipment configuration and sizing requirements must be specified.
- Utilization of Microsoft SQL Server relational database software to facilitate integration of, and ease of access to, information from a wide variety of applications and users.
- A well integrated suite of applications which streamlines entry and use of information and provides flexibility to adapt/evolve processes to changing requirements and technology.
- Applications that can easily interface with automation and office tools, existing Court applications, and outside agencies.
- Built in security and audits and controls to provide the ability to ensure appropriate use of the system and all information.

**6.2 Scope.** Technical requirements address the underlining architecture of the application software and proposed hardware platforms. It also addresses the system's level of integration of the various application modules, the ability to interface with other applications, and basic built-in system characteristics such as security, audits and controls. Hardware and software required for the proposed solution must be defined. This should include everything necessary for recommended environments such as development, training and production. A number of improvements and changes may be necessary regarding network, hardware, software and support personnel in order to implement and maintain the new systems. Additions and changes to the current environment must be identified, although acquisition and installation of hardware and operating system software is not included in the scope of this Request for Proposal. The ability to use as much as possible of the existing infrastructure provides distinct cost advantages. Infrastructure in this sense includes system software and tools, hardware, networks and technical expertise and support mechanisms. These factors are not to be considered to the extent that they would negatively impact system capability. Ease of interface/integration at both the application and system levels will facilitate the roll out of the new applications.

**6.3 Current Environment.** The Court computing environment consists of two major components: IBM VM/VSE compatible mainframe environment with SQL/DS and VSAM and a growing variety of smaller applications running on Windows/Intel/SQL server. These systems are accessed by users with Windows based personal computers through a T1 connected wide area network based on Microsoft Window software.

The Court has implemented a 4 year replacement cycle for personal computers running MS Windows XP or higher on a 100 megabit switched Ethernet network with a gigabit Ethernet server backbone.

**6.4 General Requirements.** Although it is not expected that respondents include acquisition or installation of hardware and network changes in their proposal, it is required that respondents detail all necessary hardware, software, and network changes to the Court's current environment that will be necessary to effectively operate the proposed solution. These changes should be based on a comparison of the descriptions of the Court's current environment and what is necessary for the proposed solution.

This page intentionally left blank

Orleans Parish Criminal District Court - Bid Proposal Form

---

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE  
TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: \_\_\_\_\_

Authorized Agent Name & Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State Zip Code \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_

Daytime Fax: \_\_\_\_\_

Daytime E-Mail (if available): \_\_\_\_\_

After Hours Telephone: \_\_\_\_\_

After Hours Fax (if available): \_\_\_\_\_

EEO Certificate of Compliance  
Num.: \_\_\_\_\_

**REFERENCES:**

Name three (3) similar projects completed by your company in the last 3 years on the attached form.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

This page intentionally left blank

Orleans Parish Criminal District Court

Jury Management System - Features

	System Features	Response
	NUM FEATURES RESPONSE	
1	Jury Management System Providing Routine Selection Process	
2	Ability to do 1-Step or 2-Step Processing as Necessary to Produce Juror Summons with 2-Step Processing for Jurors consisting of a Questionnaire and Summons	
3	Ability to Print and Fold Questionnaire and/or Summons in One Step	
4	Ability to Image (scan) Questionnaire/Summons and Store Electronically	
5	Interactive Voice Response - Allow User to Complete Questionnaire/Summons, Check Reporting Status, Find Out Information Regarding Hearing Dates, Postponements, ect Via the Phone	
6	Interactive Web Response - Allow User to Complete Questionnaire/Summons, Check Reporting Status, Find Out Information Regarding Hearing Dates, Postponements, ect Via the Internet	
7	Ability to Scan Barcode on Returning Cards and Log the Information Electronically	
8	Access for a Minumum of 15 Users	
9	Versitility and Accuracy in Documentation	
10	Versitility and Accuracy in Reporting	
11	Ability to Interface with the Financial System to Print Juror Checks.	
12	Ability of System to automatically update the NCOA (public addresses) list via the Web	

Response: **Y**=Yes, **N**=No, **Y/M**-Modifications at No Cost, **M**-Modification

**Orleans Parish Criminal District Court**  
Jury Management System  
Other Documents

**CHECKLIST OF MANDATORY SUBMITTALS**

- \_\_\_ Four (4) bound copies of the proposal (one signed original)
- \_\_\_ Four (4) hard copies of cost submission form
- \_\_\_ Four (4) hard copies of requirement responses
- \_\_\_ Electronic copy of the entire proposal submitted on a CD-ROM or DVD
- \_\_\_ Electronic MS-Excel file of cost spreadsheets
- \_\_\_ Electronic MS-Excel files of responses to system requirements
- \_\_\_ Electronic MS-Excel document of references (Software firm and Implementation firm)
- \_\_\_ Sample reports and documentation (preferred on CD-ROMs)
- \_\_\_ Sample software licensing agreement
- \_\_\_ Sample contract and implementation services agreement
- \_\_\_ Employer Report Form CC-1 for EEO
- \_\_\_ Noncollusion and Certification of Eligibility Affidavit of Prime Bidder

**Orleans Parish Criminal District Court  
Jury Management System  
Other Documents**

---

**SOFTWARE AND IMPLEMENTATION SERVICES**

**Software Firm Reference List**

The following is a list of at least five (5) references that most closely reflect similar consulting projects to the Orleans Parish Criminal District Court's scope of work within the past three (3) years. These references should be sites at which the software has been *fully implemented*. Please use the following format in submitting references.

**Name of Firm, City, Parish/County or Agency** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact: \_\_\_\_\_ /Title: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Software Program/Version: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Cost: \$ \_\_\_\_\_ Operating Budget: \$ \_\_\_\_\_

Project Manager: \_\_\_\_\_ Number of Employees \_\_\_\_\_

Product (Modules): \_\_\_\_\_

**Orleans Parish Criminal District Court  
Jury Management System  
Other Documents**

**SOFTWARE AND IMPLEMENTATION SERVICES**

**Implementation Firm Reference List**

The following is a list of at least five (5) references that most closely reflect similar consulting projects to the Orleans Parish Criminal District Court's scope of work within the past three (3) years. These references should be sites at which the software has been *fully implemented* . Please use the following format in submitting references.

**Name of Firm, City, Parish/County or Agency** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact: \_\_\_\_\_/Title: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Software Program/Version: \_\_\_\_\_

Summary of  
Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Project Cost: \$ \_\_\_\_\_ Operating Budget: \$ \_\_\_\_\_

Project Manager: \_\_\_\_\_ Number of Employees \_\_\_\_\_

Product (Modules): \_\_\_\_\_

**Orleans Parish Criminal District Court  
Jury Management System**

**Other Documents**

**Schedule 1: Summary**

*Cost Schedules*

**Schedule 1**

Summary of Total Software, Professional Services, and Maintenance Costs

Cost Categories	Proposed Cost in RFP		Explanation/Notes (if necessary)**
Software License Fees (Schedule 2)(*)(**)			
Professional Services (Schedules 3, 4, 5, & 6)			
Implementation Services (Schedule 3)			
Data Conversion and Interfaces			
Non-Labor Expenses (Schedule 4)			
Training (Schedule 5)			
Travel and Other Cost (Schedule 6)			
Hardware Costs (if any)			
<b>Total Costs During Project Period</b>	<b>0</b>		
Ongoing Support & Maintenance (Years 1-5)			
Period	Proposed Cost in RFP		Explanation/Notes (if necessary)**
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

*\* Please identify the time at which "Year One" support begins (e.g., Once the software is loaded on the Development system r after software is placed in production).*

*\*Attach additional Notes (if needed) to provide full explanation.*





**Orleans Parish Criminal District Court  
Jury Mangement System**

**Other Documents**

**Schedule 4: Non-Labor Costs  
Cost Schedule**

---

**Schedule 4  
Non-Labor Costs**

Category / Phase	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
<b>Total</b>	<b>\$</b>					

Please label each phone to be consistent with your implementation approach.

**Orleans Parish Criminal District Court  
Jury Management System**

**Other Documents**

**Schedule 5: Training Costs**

*Cost of Training by Phase*

Schedule 5

*Summary of Total Software, Professional Services, and Maintenance Costs*

1. Training Hours and Costs by Type

Training Type	# of Students	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total			
		Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost
<b>Total</b>	<b>\$</b>														

*Please label each Phase to be consistent with your implementation methodology.*

Additional Training Costs

Training Type	# of Students	Phase 1			Phase 2			Phase 3			Phase 4			Phase 5			Total	
		Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost
Total	\$																	

2. Total Training Cost

Training Type	# of Students	Phase 1			Phase 2			Phase 3			Phase 4			Phase 5			Total	
		Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost/Unit	Cost	Units	Cost
Total	\$																	

**Orleans Parish Criminal District Court  
Jury Management System**

**Other Documents**

**Schedule 6: Other Costs**

Cost Schedules

Schedule 6

Travel and Other Costs

Categories	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
	Cost	Cost	Cost	Cost	Cost	Cost
Totals	\$					

*Please label each Phase to be consistent with your implementation methodology.*

## GENERAL INSTRUCTIONS TO BIDDERS

(The General Instructions to Bidders is for your information and does not need to be submitted with your response.)

**1. All instructions contained herein are applicable.**

**2. Bid Proposal Form:**

Separate duplicate copies of the proposal form; as provided, are to be submitted by the bidder for that purpose as set forth below. This includes all pamphlets and product literature.

**3. Preparation of Bid:**

- A. Submit one (1) original and three (3) copies.
  
- B. All spaces provided for on the form shall be either typewritten or written in ink. Where both written words and numerical figures are given, the written words will apply in the event of a conflict.

**4. Questions and Inquires:**

Questions or inquires concerning the specifications, terms, and conditions of the requested bid should be directed only to the MIS Director. The MIS Director will only respond to such inquires upon consultation with Court legal counsel where it is legally appropriate to do so. If the nature and volume of inquires indicate a substantial defect in the aforesaid specifications, terms and conditions, the Court will ether schedule an additional pre-bid conference, extend the time for submission of bids, or reject all bids and reissue corrected or appropriately modified specifications, terms, and conditions.

ALL BIDDERS ARE STRONGLY ADMONISHED THAT ANY COMMUNICATION WITH ANY COURT EMPLOYEE, OFFICIAL OR OFFICER CONCERNING THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE PROPOSED BID COULD CONSTITUTE A VIOLATION OF THE CRIMINAL CODE OF LOUISIANA. ACCORDINGLY, YOU ARE STRONGLY ADMONISHED TO ONLY CONTACT THE MIS DIRECTOR IN HIS CAPACITY AS PURCHASING AGENT, WITH QUESTIONS OR CONCERNS AS AFORESAID.

**Submission of Bids:**

- A. Bids will be received at the time and place set forth in the invitation to bid.
  
- B. Envelopes containing bids shall be sealed; mailed or delivered, and addressed as follows:

Office of the Court MIS Director  
Suite 200  
2700 Tulane Avenue  
New Orleans, Louisiana 70119

**5. Contract to be Awarded/Terms and Conditions:**

The following general contract terms and conditions are included in these instructions to inform vendors of general terms and conditions that the Court will require the successful vendor to agree to. It is to be understood that this listing is not intended to be exclusive and that additional terms and conditions may be required by the court.

Nor are these terms and conditions to be considered non-negotiable but are provided to put the vendors on notice that these terms and conditions are considered of substantial importance by the Court and the acceptance of these terms and conditions may be considered necessary to the awarding of a contract to any particular vendor.

**A. Performance and Payment Bond:**

The Vendor shall deliver a performance bond to the Court using a bond form acceptable to the Court. This bond shall be in the amount of 100% of the Contract price and it shall be maintained in force for one (1) full year after completion of project.

The Vendor shall pay all premiums and costs of this bond. Attorney-in-fact who signs the bond must file with the bond a certified and effectively dated of copy of their power of attorney.

**B. Assignment of Contractual Rights:**

It is agreed that the Vendor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right, title or interest in or any part thereof, without previous written consent of Court and the sureties.

\* Court includes all offices of the Court unless an individual officer is exercising independent contractual authority. Contact the Court Administrator at (504) 658-9100 if this is an issue.

**C. Contract Management:**

The Vendor shall appoint an individual person as an Agent who shall be available for discussions; when requested, concerning the fulfillment of the Contract. The Court will deliver official documents addressed to the Vendor to the Agent of the Vendor. The Agent shall be available at the time of Contract award. The name, address and telephone number of the person to be designated as Agent shall be included in the Proposal.

**D. Meetings:**

After the award of the Contract, technical, scheduling and status meetings may be held.

These meetings will be for the purpose of, but not limited to:

- Establishment of project schedule
- Establishing functional details of the construction or equipment
- Delivery, installation and maintenance of equipment or hardware

The vendor shall provide the services of his technical staff and Agent for these meetings.

**E. Progress Reports:**

The Vendor is required to submit monthly reports on the status of the project so that the Court is kept fully informed of progress. The information required will be specified at the meetings with the Vendor.

**F. Notice and Service Thereof:**

Any notice to Vendor from the Court relative to any part of this Contract shall be considered delivered, and the service thereof completed, when said notice is posted by U.S. mail to the said Vendor at his last given address or delivered in person to Vendor's Agent.

**G. Conflict of Interest**

A vendor filing a proposal thereby certifies that no officer, agent or employee of the Court who has a pecuniary interest in this proposal has participated in the contract negotiations on the part of the Court, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Vendor for the same Request for Proposals, and that the Vendor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**H. Law of State of Louisiana:**

This Contract is entered into within the State of Louisiana, and the law of said, state, whether substantive or procedural, shall apply to the Contract, and that all statutory, charter and ordinance provisions that are applicable to public contracts in the Parish of Orleans and the State of Louisiana shall be followed with respect to this Contract.

**I. Preference for Louisiana Products and Labor:**

The attention of vendors is called to the fact that the Statutes of Louisiana provide that on public improvements, preference shall be given to products and provisions grown and produced in the State of Louisiana and to Louisiana Labor.  
The Vendor will be required to conform to all such Statutes as are applicable.

**J. Fiscal Funding:**

If Louisiana state laws are changed resulting in failure to appropriate funds or a means of funding for this contract, the obligation of the Court shall cease immediately and without penalty.

**K. Non-Discrimination:**

Orleans Parish's Equal Employment Opportunity provision (copy enclosed) shall become a part of the contract agreement.

**L. Liability and Insurance:**

The Court does not assume any liability for acts or omissions of vendor and such liability rests solely with vendor.

Vendor's Insurance – The Vendor and all subcontractors shall secure and maintain such insurance policies as will protect himself from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by

himself or anyone employed by him directly or indirectly. The following insurance policies are required:

- Statutory Worker's Compensation
- Comprehensive General Liability
  - Combined Single Limit \$ 1,000,000.00
  - Property Damage \$ 1,000,000.00
- Automobile Public Liability and Property Damage
  - Combined Single Limit \$ 1,000,000.00
  - Property Damage \$ 1,000,000.00

**Insurance Inclusions** – The comprehensive general liability insurance shall include independent contractors protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

**Contractual Liability** – The insurance required above shall include contractual liability insurance coverage for the Vendor's obligations under Section N below entitled, "Hold Harmless and Indemnification Agreement".

**Certificates of Insurance** – Certificates of insurance acceptable to the Court indicating insurance required by the Contract is in force shall be filed with the Court prior to approval of the Contract by the Court. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Court.

**M. Hold Harmless and Indemnification Agreement:**

The Vendor shall save and hold harmless and indemnify the Court and the citizens of Orleans Parish against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of this contract, resulting from the negligent acts or omissions of Vendor, or any employee, agent or subcontractor. Vendor is not responsible for consequential damages.

**N. Limited Distribution or Use of Certain Data and Information:**

Performance of this contract may require the Vendor to have access to and use of data and information which may be considered proprietary to a government agency or government contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the Court or others. Vendors agrees that Vendor personnel will not divulge or release data or information developed or obtained in connection with their performance of the resulting contract, unless made public by the Court, except to authorized Court personnel or upon written approval of the Orleans Parish Criminal District Court Judicial Administrator.

Except as may be otherwise agreed to with a data owner, the Vendor agrees not to use, disclose or reproduce proprietary data, other than as required in performance of this contract;

provided, however, that nothing herein shall be construed as precluding the use of any data independently acquired by the Vendor without such limitation.

All proprietary information and all copies thereof shall be returned to the Court upon completion of the work for which it was obtained or developed.

**O. Ownership of Equipment, Information and Materials:**

If the agreement is for sale of goods, Vendor will pass title to the Court after completion of the Court's obligation and will warrant title and provide for quiet enjoyment. Title to all source data, information and materials furnished to the Court, together with all plans, system analysis and design specifications and drawings, completed programs and documentation thereof, reports and listings, all test data and test procedures, and all other items pertaining to the work and services to be performed pursuant to this agreement, including any copyright, shall rest with the Court. Such ownership does not extend to proprietary materials brought in by the Vendor for use on any project. Upon completion, the Court shall have the full right to use each of the above for its purposes without compensation or approval by the Vendor. The Court shall at all reasonable times have the right to inspect the work and shall have access to and the right to make copies of the above mentioned items.

**P. Responsibility for Court Property:**

The Vendor assumes full responsibility for and shall indemnify the Court for any and all loss or damage of whatsoever kind and nature to any and all Court property (and/or property belonging to other governmental agencies within Orleans Parish Criminal District Court), including any equipment, supplies, accessories, or parts furnished, while in Vendor's custody and care for storage, repairs, or services to be performed under the terms of the resultant contract, resulting from the negligent acts or omissions of Vendor or any employee, agent or representative of Vendor or subcontractor.

The Vendor shall do nothing to prejudice the Court's right to recover against third parties for any loss, destruction of, or damage to Court property (and/or property belonging to other governmental agencies within Orleans Parish Criminal District Court), and upon the request of the contracting officer shall, at the Vendor's expense furnish to the Court all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Court in obtaining recovery.

**Q. Right to Audit:**

Vendor agrees that the Court or its representatives shall have the right to examine any of Vendor's records which directly relate to this contract.

**R. Breach:**

Any breach of this contract by Vendor will allow the Court to cancel without penalty and have any other available relief.

**S. Taxes:**

The Court is exempt from all State and City sales tax and will provide documentation, if required.

**T. Change Orders:**

While the Contract is in effect, if unforeseen conditions require a change or major variations from the original plans, such work will be covered by a Change Order. The Change Order is to set forth in complete detail the nature of the change and reasons therefore. Whether it is an addition or reduction with respect to the original Contract price is to be covered in detail as well as any extension or reduction of the completion date.

**6. Examination of Site: (when applicable)-**

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions which may and can affect the work and cost thereof. Bidders shall also thoroughly examine and be familiar with the specifications as set forth for this project.

**7. Interpretations:**

No oral interpretations will be made to any bidder as to the meaning of the contract documents or specifications. Every request for interpretation shall be made in writing and submitted to the Orleans Parish Criminal District Court – MIS Director’s Office or his designee for review and clarification.

**8. Withdrawal of Bids:**

Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. At telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of ninety (90) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal. The proposal will be kept unopened in the bid file.

**9. Award of Contract:**

- A. An award will be made to the lowest qualified bid that complies with the terms and conditions of the specifications provided that it is in the best interest of the Government to accept the proposal. Awards will be made on a per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the Government and the delivery terms will be taken into consideration in making the award.
- B. Award of a contract as a result of this invitation is dependent upon the availability of funds from which payments will be made.

**10. Rejection of Bids:**

The Orleans Parish Criminal District Court reserves the right to reject any or all bids when such rejection is in the best interest of the Court.

Unless called for, substitute or alternative bids may not be considered.

**11. Acceptance of Bids:**

The right is reserved, as the interest of the Government may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. The Government will accept one of the proposals or reject all proposals within ninety (90) calendar days from the bid opening date.

**12. Alternate Bids:**

The specifications describe the supplies and/or service, which the Court feels are necessary to meet the performance requirement of the Court. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, Alternate Tenders must be clearly indicated as such and deviations from the applicable specifications plainly noted. The bid must be accompanied by complete specifications of the items offered.

**13. Prices:**

Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in extension of price, unit shall govern. All prices must be typewritten or written in ink. No erasures are permitted.

Mistakes must be crossed out and corrections typewritten in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

**14. Discounts:**

Cash discounts for payment within fifteen (15) days or more will be considered in awarding the bid. Discounts of less than fifteen (15) days will not be considered in the bid evaluation. Where the net bid is equal to a bid with the cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

**15. Patents:**

The successful bidder agrees to protect, defend, and save the Court harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

**16. Default:**

In case of default by the contractor, the Court will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

**17. Cancellation:**

The Court reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, act of the Court, fires or floods.

**18. Signatures:**

Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter. All signatures must be in ink.

**19. Special Conditions:**

Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "General Instructions to Bidders".

**20. Permits and Licenses:**

The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

**21. Prices Specified:**

The bidder agrees to furnish the material or services according to the Government's plans, specifications and conditions and at prices specified hereon.

**22. Samples:**

Samples of items; when required, must be submitted within the time specified and at no expense to the Court; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples: which are not requested for return, within thirty (30) days, will become the property of the Court.

**23. Bid Envelope Identification:**

Bidders are requested to indicate in the upper left hand corner of their envelope the item being bid, bid number and date the bid is due.

**24. Prevailing Wages:**

Contracts for work under some Bids will obligate the Contractor and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, will apply to public works projects. Public works projects are all fixed works constructed for use by any public body, including maintenance work on public works, as defined in the Prevailing Wage Act. Applicable prevailing wage rates are on file in the office of the Court Judicial Administrator, for examination. Also applicable to this project are project provisions of the Employment of Louisiana Workers on

Public Works Act, which requires that Louisiana residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Orleans Parish Criminal District Court MIS Director. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker: name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or subcontractor which avers that: (1) such records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by The Prevailing Wage Act; and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified above to the COURT, its officers and agents. Failure to timely submit certified payrolls shall result in the Court withholding payment under the awarded contract.

## **25. Taxes:**

The Government is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The Government will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event unit price includes taxes, the bidder must show the amount of tax included in the unit price. Additional information can be obtained from Louisiana Department of Labor.

## **26. Investigation:**

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

## **27. Human Rights Act:**

The contract will be subject to and governed by the rules and regulations of the Louisiana Human Rights Act.

## **28. Equal Employment Opportunity:**

All suppliers to Orleans Parish Criminal District Court must be registered in the EEO Contract Compliance Program through the City of New Orleans. If you are currently a vendor with an active certification number, it is not necessary to complete the Employer's Report Form; instead, write your certification number on the cost proposal. If your certification number has expired, it is necessary to complete a renewal form. This form can be obtained by contacting the City of New

Orleans Equal Opportunity Office. If you are a new vendor, please complete the Employer's Report Form in its entirety. State or Federal EEO Certification will not be accepted. Completed forms, along with the registration fee, must be sent directly to the City EO Office. If you have submitted the required documents to the City EO Office and haven't received a certification number yet, then write "Applied" on the designated line on the cost proposal. A copy of the form can be submitted with the bid proposal to show compliance with this requirement.

Failure to submit the forms in a timely manner or failure to obtain certification will result in rejection of the bid.

The successful bidder will be required to conform to the requirements of the Orleans Parish "Affirmative Action Requirements for Conducting Business with the Parish".

**29. Non-Collusion Affidavit:**

Whenever the Affidavit of Non-Collusion form is attached to the specifications, it must be properly executed by the bidder or the bid will not be considered for acceptance.

**30. Bid-Rigging or Bid Rotating:**

The signed Non-Collusion Affidavit form certifies that the bidder is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

**31. Freedom of Information Act:**

Procurement information shall be a public record subject to the exceptions of disclosure to the extent provided in the Louisiana Freedom of Information Act, and shall be available to the public as provided by the Orleans Parish Policy implementing said Act.

**32. Bid Registration Form**

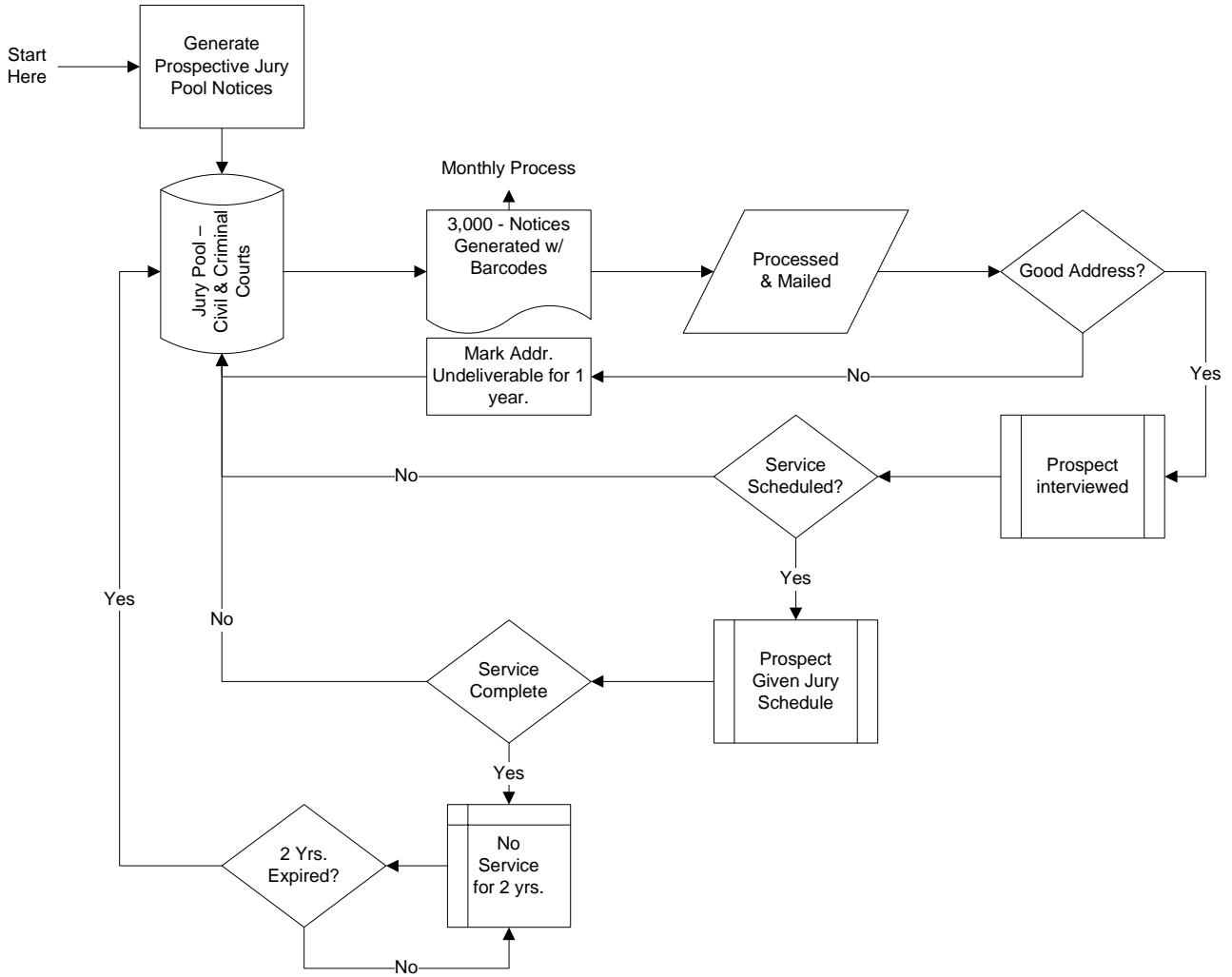
Failure to register with the MIS Director's Office for a specific bid waives the right to receive initial bid specifications and notification of any addenda to the bid specifications from the MIS Director's Office.



# Jury Management

## Selecting Prospective Jurors Process

June 2009

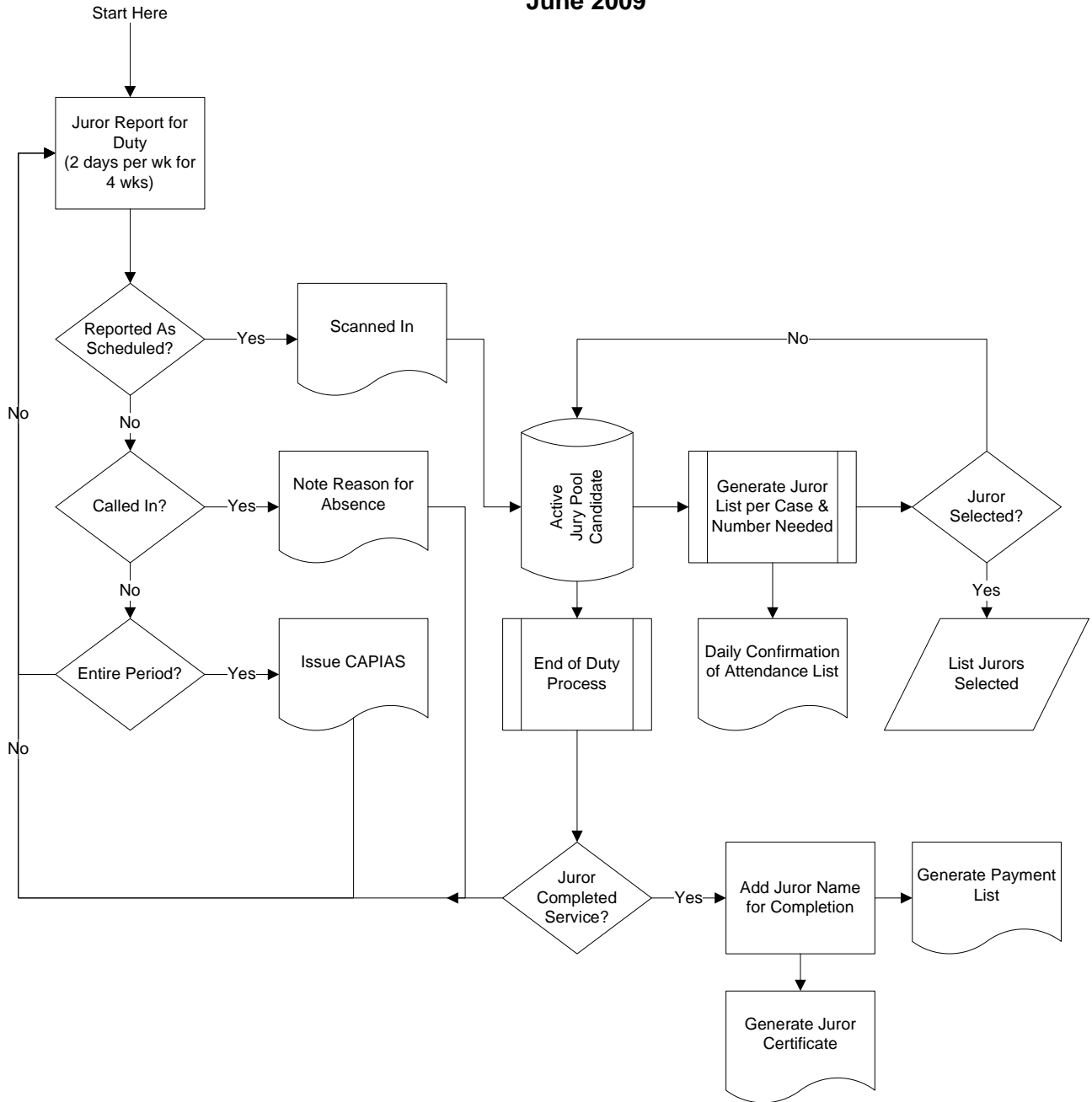


Attachment 1

# Jury Management

## Jurors Tracking Process

June 2009



Attachment 2