



REQUEST FOR PROPOSALS FOR

**CITY ATTORNEY'S OFFICE
CASE MANAGEMENT SOFTWARE SOLUTION**

RFP NUMBER ISSUED SEPTEMBER 8, 2020

PROPOSALS DUE OCTOBER 1, 2020

SUBMIT TO

**CITY OF DULUTH
ATTN: PURCHASING
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802**

PART I
GENERAL INFORMATION

I-1. Project Overview. The City of Duluth is soliciting proposals for the purchase of Case Management system for the City Attorney’s Office. The total project will include the selection and acquisition of software, hardware, implementation services, training, and support and maintenance costs to replace the current system.

The overall goals are as follows:

- Improve service to public, city council, administration, departments, boards, commission, and authorities.
- Provide a secure and user-friendly software solution for attorneys and staff
- Provide an accurate and efficient means to manage the various City Attorney Office data needs
- Provide security to ensure confidentiality while providing ease of access through roles and permissions.
- Provide flexibility to allow for emerging technologies and future expansion
- Enhanced litigation management
- Access to data in the courtroom and in the field.
- Provide integrated solutions for data sharing and workflow amongst various departments and our customers as necessary.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal Conference Call	September 15, 2020 at 11:00am CST
Deadline to submit Questions via email to purchasing@duluthmn.gov	September 21, 2020
Answers to questions will be posted to the City website no later than this date.	September 24, 2020
Proposals must be received in the Purchasing Office by 4:30 PM on this date.	October 1, 2020

I-3. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-4. Pre-proposal Conference. The City will hold an optional pre-proposal conference at 11:00 am on September 15, 2020 as stated in the Calendar of Events. Interested Bidders can attend via conference call by calling 218-730-5949.

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov no later than the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-6. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

I-7. Proposals. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs Attachment A, this requirement will be met. Proposals must remain valid for 120 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

All materials submitted in response to this RFP will become property of the City and will become public data under the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) after the evaluation process is completed and an award decision made.

I-8. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

I-9. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by December 31, 2022. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

I-10. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-11. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II
PROPOSAL REQUIREMENTS

II-1. Format of Technical Submittal. To facilitate the evaluation of proposals, Vendors should prepare their technical response in the sequence specified below.

- A. Cover Page
- B. Table of Contents
- C. Section 1: Letter of Intent/Executive Summary
- D. Section 2: Response to Technical Requirements
- E. Section 3: Vendor Attachments
- F. Attachment A- Vendor Offer Signature and Certification Form
- G. Attachment B- Vendor Profile
- H. Attachment C- Description of Services
- I. Attachment D- General Training Guidelines
- J. Attachment E- Contact Data
- K. Attachment F- Vendor References

Vendors must complete and include the Attachment forms provided in their Proposal.

II-2. Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope from the Technical Submittal. The Cost Submittal must include:

- A. A breakdown of all costs involved, including all hardware, software, installation and training costs.
- B. A description and cost of any reoccurring fees such as annual maintenance and support costs.

The City will reimburse the selected Vendor for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the City has issued a notice to proceed.

PART III
CRITERIA FOR SELECTION

III-1. Evaluation. The City has selected a committee of qualified personnel, composed of City staff to review and evaluate timely submitted proposals. The Vendor whose proposal is determined to be the most advantageous to the City will be selected.

III-2. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

A. Technical: The City has established the weight for the Technical criteria for this RFP as **70%** of the total points. Evaluation will be based upon the following:

Application Functionality	30%
Level of Integration and Interfaces	5%
Technical Environment & Support	5%
System/Information Security	5%
Project Implementation & Support	10%
User Support & Training	5%
Proposer Background and Experience	5%
System Testing and Acceptance	5%
Cost	30%

1. Application Functionality

The evaluation team will rate the Vendor response to each module as listed in "Technical Requirements". A requirement should be viewed as a minimum need that must be met by the Vendor.

The evaluation team may eliminate any Vendor who does not fulfill all requirements and/or does not propose an acceptable alternative or modification. All responses designated as alternative or modified must be accompanied by a detailed explanation stating the commitment to meet the requirement and all pertinent information relative to the alternate or modification. The City reserves the right, at its sole discretion, to determine what constitutes an acceptable alternative or modification, and to waive or convert a requirement to a desirable feature or drop a requirement altogether from inclusion.

All responses must indicate the Vendor's present capability.

2. Technical Environment and Support

Factors for evaluation may include, but are not limited to, feature set, capability for interface with current systems, standards compliance, operations system(s), suitability and flexibility of application software, hardware limitations, ease of use, and ease of configuration, administration and security.

3. Level of Integration and Interfaces

Preference will be given to those vendors offering a fully integrated suite

of applications. Preference will also be given to those products that eliminate redundant entry. Evaluation consideration will also be given to those Vendors who have successful local installations of their applications and working integrations to Laserfiche document management system, as well as working interfaces to local, State and National databases.

4. System / Information Security

This set of criteria will evaluate how well the vendor meets regulatory mandates for PCI as well as security standards and requirements relating to maintaining the integrity and security of internal and external information. The focus of this evaluation will be the Vendor's ability to provide sound hardware, software and operational safeguards and compliance requirements of the CJIS and BCA Data Security requirements, Minnesota state government guidelines and industry best practices.

5. Project Implementation and Support

This set of criteria will evaluate the Vendor's capability to implement and support the full suite of products as requested in the RFP. The evaluation team will also take into consideration the implementation plan, the overall timing and duration of the Project, the technical capability of and experience of the Vendor, and the Vendor's vision and strategy.

6. System Administration and User Training

Initial training and ongoing training are critical factors in the evaluation of the Vendor's ability to deliver the final results desired in the RFP. The evaluation team will review training and support documentation within the Proposal and rate according to costs, desired and future direction.

7. Proposer Background and Experience

This set of criteria will evaluate the years in Case Management software industry, the relevance and number of references, relevant operational system installations, future strategic direction as well as any other responses regarding vendor experience and the resources it has to ensure a successful implementation and continued support.

8. System Testing and Acceptance

This set of criteria will evaluate the vendor's overall approach to system testing; testing components included; the vendor's proposed test plan; how the vendor resolves issues that arise during testing; the vendor's role in system testing; and any other responses bearing on the vendor's capacity and willingness to work toward an acceptable system testing approach. how well the vendor meets regulatory mandates for CJIS and BCA data security.

The City reserves the right to eliminate from the selection process any proposal that scores below 70% of the total available technical points.

- B. Cost:** The City has established the weight for the Cost portion for this RFP as 30% of the total points. Cost points are calculated by giving the proposal with the lowest total cost the maximum number of Cost points available, and the remaining proposals a lesser number of points calculated in reference to the lowest cost.

The evaluation factors may include, but are not limited to, base price, cost of alternate responses or modified responses, annual maintenance, and training. The valuation team reserves the right to adjust cost proposals to reflect factors that, in the team's judgment, would result in more accurate costs for their environment. These factors may include, but are not limited to, extracting items that are not afforded in the allotted budget for this Project, reduction of number of personnel licensed for any application proposed, reduction or extraction of various hardware options, and/or reduction of total Project scope.

III-3. Proposal Clarification. After the RFP proposal submission closure date, an award may be made on the basis of the proposals initially submitted, without any further discussion, clarification or modification. Therefore, Vendors should make sure their proposals contain their best offer.

III-4. Product Demonstrations/Presentations. The Evaluation Team will determine if product demos are required of any Vendor.

PART IV – PROJECT DETAIL

IV-1. BACKGROUND

The Duluth City Attorney's Office is legal council for the City, Duluth Airport Authority, Duluth Transit Authority, Spirit Mountain Recreation Area Authority, the Duluth Seaway Port Authority and the Duluth Economic Development Authority. The City is self-insured; the Attorney's Office intakes and processes 500 claims annually. The office has 20 civil litigation matters open at any given time across all levels of Minnesota state and federal courts. The office opens 300 internal civil files per year and processes 200 Minnesota Government Data Practices Act requests per year.

The office also prosecutes all crimes under a felony in Duluth. The office prosecutes 11,000 cases per year and intakes and processes 1,000 victim impact statements and restitution requests per year.

IV-2 PROJECT DETAIL

The City is soliciting proposals from qualified respondents for a legal file management system. Goals of our project are to increase office efficiency; improve contract management; improve compliance with data practices law; better litigation management; reduce time spent by attorneys and staff on scheduling tasks and file updating; improve quality of legal documents; reduce use of paper and file materials; and provide better document and file security.

For each of the items 1 – 12 including all sub items, please note the following for each to state the level of compliancy within your proposed solution.

- C - Proposed system complies with requirement.
- NC - Proposed system does not comply with requirement and cannot/will not be modified.
- ALT - Proposer recommends an alternative no-cost way to meet requirement. Proposer must provide an explanation in the "Comments" column.
- MOD - Proposed system requires software modification or third party software to comply with requirement. Please provide an explanation in the Comments column and list additional costs, cross-referencing the requirement in the Cost Proposal.

New system should include, but is not limited to:

1. Technical Environment and Support:
 - a. Ability for any on premise solutions to utilize VMWare's virtual server platform.
 - b. Server System Software:
 - i. MS Server – 2016 or newer
 - ii. MS SQL 2016 or newer
 - c. Does your proposed solution have integration with Active Directory?
 - d. Does your proposed solution have Citrix compatibility?

- e. Preference will be given for solutions that are web based applications as opposed to client based applications. Please describe your solution as well as if it is browser agnostic.
 - f. Provide detailed hardware and system software specifications, including system network and server diagrams.
 - g. Provide detailed specifications regarding the solutions used to provide remote support and maintenance.
 - h. Does your solution meet CJIS requirements for data encryption and encrypted connections for data transport?
 - i. The City Attorney's office is expecting approximately 20 named users utilizing the system.
2. Integrations and Interfaces:
- a. Ability to interface with Laserfiche Document Management system for records storage and retention purposes. Our preference is to have documents sent to Laserfiche from the Case Management system, however it is not a requirement.
 - b. Ability to interface with Microsoft Office products including integration with Microsoft Outlook calendar where appropriate.
 - c. Provide specifications for networking information necessary for integration to the MN Courts system.
3. Data Conversion:
- a. Data conversion will be required with this implementation with criminal case data coming from TCP3.
 - b. There may be data conversion necessary for Civil case tracking from an in house source.
4. Assignment/case Management: a system for managing contacts, documents, notes, tasks, emails, and calendar events.
- a. Define various types of users with varying levels security and access.
5. Task Management: the ability to schedule current and upcoming tasks, prioritize, receive alerts, assign tasks, and ability to track progress of projects/files.
6. Document Management: The ability to categorize, search, and preview all documents (PDF, Word, JPEG, any format of document).
- a. Ability to manage all cases with the criminal and civil divisions.
 - b. Ability to store data pertaining to the arrest though the final disposition and sentencing saved according to data retention schedules.
 - c. Ability to track and update cases through integration with Minnesota Court Information System ("MNCIS").
 - d. Ability to interface with MNCIS, Bureau of Criminal Apprehension ("BCA") and AXON Evidence.com for charging criminal matters and discovery collection.

- e. Ability to provide e-discovery with receipt and tracking ability.
 - f. Ability to redact, version, and save originals.
 - g. Ability to add bates numbers to all formats of documents.
 - h. Module for managing victims and witnesses separate from defendants.
 - i. Ability to track diversion and specialty court requirements.
 - j. Ability to generate batch letters, forms and other documents and populate forms with appropriate data from within the file management system.
 - k. Ability to OCR all document formats saved in the file system.
 - l. Ability for system to automatic number all files, with a user-defined numbering system.
 - m. Ability to maintain general and private notes on each case/matter.
 - n. Ability to search by any party on a case, file date, disposition date range, assigned attorney, hearing type, filter open/closed/all cases, document type filed, or another search field.
 - o. Ability to limit and preferable eliminate redundant data entry.
7. Contract Management: the ability to track City contract end dates, renewal dates, and end dates with task and calendar reminders. Also reporting capabilities for contracts by project, date, department, or other customized category.
8. Claims Management: the ability to track claims matters with financial reporting.
- a. Ability to transfer claim file to litigation if lawsuit if filed.
9. Report Management: the ability to run various types of reports for criminal, civil, and claims matters.
- a. Ability to generate financial reports, paired with integration with MNCIS for financial updates re: restitution and fines.
 - b. Ability to track victim grant reporting and create the VOCA PMT report.
 - c. Ability to rack pending cases; criminal and civil.
 - d. Ability to create customized reports.
10. Email Management: Ability to sort and link emails to the file, sync calendars and tasks, pull and update court dates from MNCIS and integrate with Outlook.
11. System Management: the ability to access and view the file management system as needed for all staff.
- a. Ability to access and utilize new file management system remotely on mobile or other wireless device at any location. Users must have the ability to work "off-line" not only read files but update and complete tasks anywhere with internet access.
 - b. Ability to support multiple sessions within the same browser.
 - c. Ability for drop down lists on fields where applicable.
 - d. Ability to create mandatory fields on data entry screens, which are customizable by department and functional area.
 - e. Ability to validate data and prompt used to complete any required fields not

completed at the save point while retaining data entered prior.

- f. Ability to lock sensitive fields based on user permissions.
- g. Ability to provide a means of alerting user of duplicate names, address, businesses etc. at data entry and have the ability to merge duplicate records as needed.
- h. Ability to allow only one user at a time to update a file/record, however allowing others to view the file/record while it is being updated.

12. Maintenance, support, and training: initial training with office staff, continued support for system issues.

- a. Must provide regular updates to software.
- b. Must provide formal process for product upgrade/issue requests.
- c. Must provide business hours technical support.

ATTACHMENT A – VENDOR SIGNATURE & CERTIFICATION FORM

Vendor Name: _____
(Please type or print name of Vendor)

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

I certify that I am a duly authorized representative of the Vendor listed above. The City of Duluth is hereby authorized to request from any individual or Vendor any information it deems necessary to verify any information provided by in this Proposal and to determine the capabilities and responsibility of Vendor as a prospective contractor with the City of Duluth.

Signature: _____
(Must be signed in full in ink by an officer of your Company)

Name: _____ (please type or print)

Title: _____ (please type or print)

Date: _____

ATTACHMENT B – VENDOR PROFILE

1. Vendor legal name:
2. Address of the office handling the Project:
3. Federal ID number:
4. Type of Operation: Individual Partnership Corporation Government
5. Can your company provide, upon request, certificates of insurance meeting the following requirements?
 Yes No

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. City of Duluth shall be named as Additional Insured by endorsement under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Upon execution of this Agreement, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

6. The selected Vendor will be expected to sign an agreement containing the following indemnity clause:

“To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys’ fees and expenses in connection with any claims resulting from the Consultant’s a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant’s employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.”

7. Is the Vendor currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and direction terms.

Yes No

8. Are there any past or pending litigation or claims filed against the Vendor? If yes, please provide details of each including any affect they may have on their performance.

Yes No

9. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.

Yes No

10. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between the Vendor and any City of Duluth employee or official? If yes, please explain relationship.

Yes No

11. Are there any circumstances impacting the Vendor that could affect their ability to perform under any award made through RFP process? If yes, please explain both the circumstances and impact.

Yes No

12. Please provide a brief overview of the Vendor's history and relevant experience.

13. How will the City of Duluth benefit from the proposed solution?

14. What additional value can the Vendor provide over its competition?

ATTACHMENT C – DESCRIPTION OF SERVICES

1. Provide a statement of the project approach, any unique benefits, and other considerations.
2. Provide an estimate of the earliest start date following execution of a contract.
3. Submit a work plan with key dates and milestones. Response should include:
 - 3a. Identification of tasks to be performed by Vendor.
 - 3b. Identification of tasks to be performed by the City of Duluth.
 - 3c. Timeframes to complete performance of the identified tasks or expected timeframe in which the project would be completed.
 - 3d. Implementation strategy including transition plan if necessary.
4. Provide summary resumes for proposed project team members or assigned staff, including their specific experiences with similar projects, qualifications and special expertise, and number of years with your company.

ATTACHMENT D – GENERAL TRAINING GUIDELINES

The Vendor shall provide for Administrative/Technical Support, Supervisor and End User training. Training is defined as those hours specifically set aside for the sole purpose of training and not time spent providing instructions to staff prior to final inspection and acceptance.

The training should provide users with an understanding of how to best integrate and configure the system, assist them with development of skills necessary to take full advantage of the system's functions and features, and provide them with a working knowledge of the system as it relates to their daily job functions and the procedures of the department.

The agenda of training should include, but not be limited to, installation and upgrades, configuration, administration and maintenance of the system, system failure, backup and recovery procedures, data and program backup procedures, understanding the elements of each application and how it relates to the total system, integration between systems, basic and advanced use of each application of the software, etc.

Vendor should include in the cost proposal all training that will be offered as part of the total bid inclusive of all travel and per diem expenses and/or fees. Vendor should include on-site instructors, instructional materials, guides, training aids or workbooks, sample techniques, etc. If a "train the trainer" concept is proposed, please also provide cost options for complete on-site training, if available.

Vendors should keep the following parameters in mind when proposing a training regimen:

- Training should be job specific to the needs of each of the Department areas or divisions. Specific areas could be defined as, but are not limited to: IT Technical Support, Case Management, Task Management, Document Management, Claims Tracking, Reports, Email Management.
- "Hands-on" training is the preferred method for the above areas
- Training should include a documentation of processes, including examples
- In order to expedite total overall Departmental training, any "train the trainer" sessions should include multiple staff.
- Specify a variety of cost, content, etc. of training sessions to allow the Department flexibility in selecting training options

Provide a detailed written description that explains how the training provided will satisfy the needs of the City while adhering to the guidelines listed above.

ATTACHMENT E – CONTACT DATA

This section is for Vendors to enter information for any partners and associated vendors they are recommending for the core products they are proposing. This also includes the proposed peripheral hardware recommendations for the associated systems to support the applications proposed.

While this may not be the final contractual list of providers, it must represent the Vendors best representation of the final architecture as understood currently.

Prime Contractor Information:

	Information
Vendor Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Other Vendor:

	Information
Vendor Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

ATTACHMENT F – VENDOR REFERENCES

DETAIL REFERENCES - PLEASE LIST MINNESOTA AGENCIES THAT ARE ACTIVE SITES

REFERENCE (1):

Customer
Name:

Address:
City:
State:
Zip:

Contact
Name:
Telephone:
Fax:
E-Mail:

No. of Years Installed:

REFERENCE (2):

Customer
Name:

Address:
City:
State:
Zip:

Contact
Name:
Telephone:
Fax:
E-Mail:

No. of Years Installed:

REFERENCE (3):

Customer
Name:

Address:
City:
State:

Zip:

Contact

Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed: