

## **Solicitation 2015-116**

# **MEDICAL EXAMINER CASE MANAGEMENT SYSTEM**

**Bid designation: Public**



**Collin County**

## Bid 2015-116 MEDICAL EXAMINER CASE MANAGEMENT SYSTEM

Bid Number **2015-116**  
Bid Title **MEDICAL EXAMINER CASE MANAGEMENT SYSTEM**

Bid Start Date **In Held**  
Bid End Date **Mar 12, 2015 2:00:00 PM CDT**  
Question & Answer End Date **Mar 6, 2015 5:00:00 PM CST**

Bid Contact **Courtney Wilkerson**  
**Senior Buyer**  
**Purchasing**  
**972-548-4113**  
**cwilkerson@co.collin.tx.us**

Contract Duration **1 year**  
Contract Renewal **4 annual renewals**  
Prices Good for **90 days**

Standard Disclaimer **\*\*\*Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).\*\*\***  
**Mailing Address:**  
**Collin County Purchasing**  
**2300 Bloomdale Rd., Ste 3160**  
**McKinney, TX 75071**  
Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.  
All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments **The County is requesting proposals from established contractors for a comprehensive case management system and services for the Medical Examiners Office.**

### Item Response Form

Item **2015-116--01-01 - Collin County Hosted -Option 1 -Upload Pricing per Section 6.7.2.1.**  
Quantity **1 lot**  
Unit Price   
Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
Qty 1

#### Description

Upload Pricing per Section 6.7.2.1.

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Item 2015-116--01-02 - **Collin County Hosted** - Option 2 - Upload Pricing per Section 6.7.2.2.  
 Quantity 1 lot  
 Unit Price   
 Delivery Location **Collin County**  
 Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
 Qty 1

**Description**

Upload Pricing per Section 6.7.2.2.

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Item 2015-116--01-03 - **Vendor Hosted** - Option 1 - Upload Pricing per Section 6.7.3.1.  
 Quantity 1 lot  
 Unit Price   
 Delivery Location **Collin County**  
 Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
 Qty 1

**Description**

Upload Pricing per Section 6.7.3.1.

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Item 2015-116--01-04 - **Upload Additional Pricing for Add-ons** per Section 6.7.4  
 Quantity 1 lot  
 Unit Price   
 Delivery Location **Collin County**  
 Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
 Qty 1

**Description**

Upload Additional Pricing for Add-ons per Section 6.7.4.



## **COLLIN COUNTY, TEXAS TERMS AND CONDITIONS**

### **1.0 GENERAL INSTRUCTIONS**

#### 1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid

(IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at [www.bidsync.com](http://www.bidsync.com), telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By

offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28,

Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type (s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents

designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

<b>3.0 INSURANCE REQUIREMENTS</b>
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3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained on all policies.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

- 3.3.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
  - 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

## **4.0 EVALUATION CRITERIA AND FACTORS**

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

### **Level 1 - Procurement Requirements Assessment**

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements. The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those contractors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

### **Level 2 – Detailed Proposal Assessment**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

- 40% Qualifications of Firm (Refer to Section 6.2.1)  
References/Comparable Experience (Refer to Section 6.6.1)
- 20% Cost
- 20% Project Plan (Refer to Section 6.3)
- 20% Maintenance/Warranty (Refer to Section 6.5.1)

It is anticipated that no more than three contractors will advance to Level 3 but Collin County reserves the right to adjust the number as necessary.

### **Level 3 –Best and Final Offer**

Offerors who are susceptible of receiving award will be elevated to Level 3 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

## **5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for a **Medical Examiner Case Management System (MECMS)**.

5.2 Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for a comprehensive Medical Examiner Case Management System (MECMS) providing straightforward, concise information that satisfies the requirements of this solicitation. Responsive proposals will display conformity to Collin County's instructions, requirements of this solicitation, and the completeness and clarity of content.

5.3 Term: Provide for a contract commencing on the date of the award until project is complete. County will enter into annual maintenance contract with option of five (5) annual renewals.

5.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.5 Price Reduction: If during the life of the contract, the contractor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

5.6 Delivery/Completion Time: Contractor shall place product(s) and/or complete services at the County's designated location in accordance with the proposal schedule, provided in the project plan.

5.7 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

5.8 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

5.9 Background Check: A background check will be required for all staff that will be accessing secured Collin County Systems whether onsite or off-site, Background check will be performed by Collin County.

#### 5.10 **PURPOSE/SCOPE OF WORK**

The County is requesting proposals from established contractors for a comprehensive case management system and services for the Medical Examiners Office. The County is seeking a Commercial Off the Shelf (COTS) product that is already available in the market today, not a custom built case management system. This system can be hosted by the contractor as a cloud based software solution or the software can be hosted by Collin County in their own IT environment. We seek a case management system that is flexible and adapts to the changing needs and technologies of the Collin County Medical Examiner's business processes.

The County is asking for a solution including the following option levels for this RFP.

##### **Collin County Hosted**

**Option 1:** Software, licensing fees, and initial installation support if required. Contractor will identify what pricing (hourly rates) will be for future software customizations/modifications even though modifications will not be requested for this option. **Software is to be hosted in Collin County's IT environment.**

**Option 2:** Software, licensing fees, installation support, configuration and implementation support, expandability and adaptability (modifications) for County requested customizations. **Software is to be hosted in Collin County's IT environment.**

##### **Vendor Hosted**

**Option 1:** Software, licensing fees, installation support, configuration and implementation support, expandability and adaptability (modifications) for County requested customizations. **Software is to be hosted in the vendor's "cloud" based environment.**

In addition to the new case management system itself, the County may be interested in additional technologies that will increase the efficiency or effectiveness of field and office operations and/or enhance system user convenience. We are interested in a system that would facilitate the transition from desktop applications to a web-based platform, using tablets, or PC tablets. Proposals should include descriptions of additional technologies offered by the

Contractor and a statement of what services or efficiencies those technologies would provide.

The County desires that the awarded Contractor provide a turnkey installation of the system specified in this RFP under a single contract. Contractor proposals for system components will be considered subject to Service Level Agreements (SLAs), refer to Attachment A-Cloud Services Level Agreement.

- 5.11 **CONTRACTOR RESPONSIBILITIES** shall include, but are not necessarily limited to:

**Collin County Hosted**

**Option 1:**

5.11.1 Delivering software to be installed by the County, and assistance (if required) with software installation by Collin County.

**Option 2:**

5.11.2 Delivering software to be installed by the County, application hosting by Collin County, assistance (if required) with software installation by Collin County, testing the installed software, and developing and configuring software databases.

5.11.3 Production implementation assistance, documenting and warranting all systems and applications proposed.

5.11.4 Performing all tasks necessary to develop, configure, and install all software with coordination and assistance from Collin County's Information Technology department.

5.11.5 Entering all system configurations (user and application database) into the appropriate systems and testing them comprehensively with coordination and assistance from Collin County's Information Technology department and the contractor.

5.11.6 Developing and conducting training programs specifically designed for the system(s) being installed, including system functionality, system administration, reporting, etc.

5.11.7 Providing customer service, help desk and disaster recovery services for the duration of the contract.

5.11.8 Provide Collin County with a comprehensive, final detailed system design configuration, including the case management system and all associated application systems prior to start of system installation and in accordance with an agreed upon delivery schedule reviewed and approved by Collin County.

5.11.9 Provide a system test plan.

5.11.10 Provide a stress-test plan.

## **Vendor Hosted**

### **Option 1:**

5.11.11 Delivering software, cloud hosting (with coordination and assistance from Collin County's Information Technology department), testing, developing and configuring software databases.

5.11.12 Production implementation, documenting and warranting all systems and applications proposed.

5.11.13 Assisting Collin County (as needed) when entering all system configurations (user and application database) into the appropriate systems and testing them comprehensively with coordination and assistance from Collin County's Information Technology department and the contractor.

5.11.14 Developing and conducting a training session specifically designed for the system being installed, including system functionality, system administration, reporting, etc.

5.11.15 Providing customer service, help desk and disaster recovery services for the cloud based system for the duration of the contract.

5.11.16 Provide Collin County with a comprehensive, final detailed system design configuration, including the case management system and all associated application systems prior to start of system installation and in accordance with an agreed upon delivery schedule reviewed and approved by Collin County.

5.11.17 Provide a system test plan.

### **5.12 MEDICAL EXAMINER CASE MANAGEMENT SYSTEM (MECMS)**

Contractor's proposal shall clearly identify proven expertise to provide the following functionalities to meet the business needs of the County through the implementation of a Collin County hosted **or** vendor managed cloud based case management system or having the system hosted by Collin County.

The MECMS software shall provide an automated method to manage most functions of the Medical Examiners case reporting and processing.

Collin County Medical Examiner staff consists of 2 Medical Examiners, a team of field investigators, and administrative support. At present there will be a total of 9 users. The proposed system shall be able to accommodate office and field activities.

The system shall provide efficient, reliable service to handle approximately 300+ new cases each month and accept simultaneous real-time updates from multiple locations without significant performance degradation.

The system shall comply with the National Association of Medical Examiner (NAME) standards.

The County currently obtains toxicology results from National Medical Service labs. We strongly recommend that that vendor's software interface with NMS labs. If the contractor's system does not currently interface with NMS labs, then the vendor must note that in their proposal.

In general, the MECMS software should provide the following functionality and data entry capability for:

5.12.1 Medical Examiner Case Information including:

- 5.12.1.1 System generated case number
- 5.12.1.2 Initial Contact information from multiple reporting sources
- 5.12.1.3 Information on the deceased person
- 5.12.1.4 Statistics relative to the death
- 5.12.1.5 Law Enforcement and Scene related information
- 5.12.1.6 Trauma information relative to the deceased
- 5.12.1.7 Medical and Social History information
- 5.12.1.8 Narrative and Notes information on the case
- 5.12.1.9 Attachment of scene photographs to the case
- 5.12.1.10 Tracking of 'No-Case' information for minimal entry of data related to a case (i.e. nursing home deaths, hospice deaths) when the body is not received at the Medical Examiner's office

5.12.2 Body Intake information including:

- 5.12.2.1 Body intake information
- 5.13.2.2 Tracking of the deceased's valuables, jewelry, clothing, currency, drugs, and weapons

5.12.3 Body Release information including:

- 5.12.3.1 Clothing release information
- 5.12.3.2 Jewelry release information
- 5.12.3.3 Personal effects and valuables release
- 5.13.3.4 Crash Bag tracking

5.12.4 Autopsy information including:

- 5.12.4.1 Autopsy information
- 5.12.4.2 Doctor's Notes
- 5.12.4.3 Attachment of autopsy photographs to the case
- 5.13.4.4 Sharing of autopsy reports between doctors, investigators, and administrative staff

5.12.5 Reports and Forms:

- 5.12.5.1 Investigation Reports
- 5.12.5.2 Incomplete Cases Report
- 5.12.5.3 Evidence Property Reports
- 5.12.5.4 Records Requests
- 5.12.5.5 Receipt of Evidence

- 5.12.5.6 Release of Personal Belongings
  - 5.12.5.7 Release of information Department/Medical Records Division
  - 5.12.5.8 Customization of reports should be included in the software functionality
- 5.12.6 Administrative Functions:
- 5.12.6.1 Cremation Permits
  - 5.12.6.2 Autopsy/Inspection Reports
  - 5.12.6.3 Invoicing
  - 5.12.6.4 Funeral Home Billing
  - 5.12.6.5 Crash Bag Billing
  - 5.12.6.6 Gun Disposal Forms
  - 5.12.6.7 Gun Disposal Notification
  - 5.12.6.8 Incomplete Cases Report
  - 5.13.6.9 Evidence Property Reports
- 5.12.7 Additional system functionality shall include the following:
- 5.12.7.1 Adhoc search capability on system data fields.
  - 5.12.7.2 The following data fields would be required to search on (but not limited to):
    - 5.12.7.2.1 Case Number
    - 5.12.7.2.2 Name
    - 5.12.7.2.3 Date of Death to be searched by month, day and year
    - 5.12.7.2.4 Gender
    - 5.12.7.2.5 Identified (Yes/No)
    - 5.12.7.2.6 Age to be searchable by specified age range
    - 5.12.7.2.7 Disposition ( case, no case, absentia, out of county)
    - 5.12.7.2.8 Examination (autopsy, external examination)
    - 5.12.7.2.9 Physician (Rohr, other)
    - 5.12.7.2.10 Jurisdiction (22 in Collin, Out of county JP, out of county origin Collin jurisdiction)
    - 5.12.7.2.11 Scene Visit (Yes/No)
    - 5.12.7.2.12 Cause of Death
    - 5.12.7.2.13 How Death Occurred
    - 5.12.7.2.14 Manner of Death (5)
    - 5.12.7.2.15 Location (hospital in patient, ER, residence, at home hospice, nursing home, other)
  - 5.12.7.3 The proposed system shall have the ability to provide export data querying from the system into files (.txt, .xml, .csv, Excel, Word, .pdf and/or Access database). Data extracted from the

system will be used to generate an Annual Report each fiscal year.

- 5.12.7.4 Statistical information gathered from the MECMS will include:
  - 5.12.7.4.1 Manner of Death reporting (Homicides, Suicides, Accidents, Natural, Undetermined)
  - 5.12.7.4.2 Monthly Statistics on the following items:
    - 5.12.7.4.3 Deaths Investigated
    - 5.12.7.4.4 Scene Visits
    - 5.12.7.4.5 Bodies Transported by office or by order of office
    - 5.12.7.4.6 Cases Accepted
    - 5.12.7.4.7 Organ and Tissue donations
    - 5.12.7.4.8 Toxicology Cases
    - 5.12.7.4.9 Unclaimed Bodies
    - 5.12.7.4.10 Unidentified Bodies after Examination
    - 5.12.7.4.11 Number of Cases reported by not transported to CCME)
    - 5.12.7.4.12 Death Certificates
    - 5.12.7.4.13 Partial Autopsies
    - 5.12.7.4.14 External Exams
    - 5.12.7.4.15 Autopsy Exams
    - 5.12.7.4.16 Notarized Records
    - 5.12.7.4.17 Cremation Permits
    - 5.12.7.4.18 Volatile Determination
    - 5.12.7.4.19 Evidence Cases inventoried and Stored
    - 5.12.7.4.20 Estimated Overtime

5.12.8 Ability to scan documents into the application and attach the documents to cases.

5.12.9 The system shall provide on-line helps, prompts, and documentation to assist system users and administrators.

5.12.10 Provide the County with system administration capabilities.

5.12.11 Provide customization capability in areas such as front-end, web based platforms and other system development capabilities.

5.12.12 The system should be customizable (at Collin County's expense) in order for the system to meet specific data retention and Medical Examiner Office certifications.

### **5.13 MECMS TECHNICAL AND COMPUTING ENVIRONMENT**

In general, the MECMS technical and computing environment should provide the following functionality and data entry capability for:

5.13.1 Hosting the application and all related databases in Collin County's IT environment or in the contractor's cloud environment.

5.13.2 The application should be accessed using a high speed internet connection or a secured connection using a tablet PC, tablet, or rugged laptop via a secure aircard connection.

5.13.3 The application shall be scalable to fit tablet or rugged laptop PCs.

5.13.4 If the contractor proposes a cloud-based solution, then the contractor shall agree to and sign the "Cloud Services Level Agreement, Refer to Attachment- A Cloud Services Level Agreement".

### **5.14 MECMS SOFTWARE**

Specifically, the Contractor's proposal should indicate how the contractor software product proposes to meet the following requirements and needs of The County:

#### **5.14.1 ARCHIVING REQUIREMENTS**

5.14.1.1 All data entered by Collin County into the MECMS is the owned by and the property of Collin County. In the event that the County discontinues use of the MECMS, all data in the system will be extracted into an electronic format and supplied to The County.

#### **5.14.2 CONVERSION/MIGRATION REQUIREMENTS**

5.14.2.1 There will be no conversion of historical data to the new system.

5.14.2.2 Ability to enter old cases that occurred prior to implementation of the new system.

#### **5.14.3 REPORTING REQUIREMENTS**

5.14.3.1 All reporting shall be available for both online viewing and printing.

5.14.3.2 All reports shall be produced in real-time, not in a batch or over-night process.

5.14.3.2 The system shall provide a daily log of cases/bodies accepted at the Medical Examiner's office.

5.14.3.3 Provide description of the common reports that are available to the Medical Examiner staff. Include type of report, information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Include a sampling of common

reports. Describe capabilities to provide customization of reports (either by the Medical Examiner's office or Contractor) as required.

5.14.3.4 Provide real time and historical reporting tools. Provide sample reports.

#### **5.14.4 SYSTEM ADMINISTRATION AND SECURITY**

5.14.4.1 The proposed system shall provide the ability to review and modify system maintenance tables.

5.14.4.2 The proposed system shall provide the ability to establish various levels of security profiles for any individual assigned a valid Medical Examiner user identification password and tailor each security level according to the Medical Examiner user's unique operational requirements.

5.14.4.3 The proposed system shall provide an audit feature for tracking Medical Examiner user activity.

5.14.4.4 System tables containing application variables, parameters, codes and descriptions should be accessible to the System Administrators for update.

5.14.4.5 System Security is to be available at multiple levels: User [IDs and Passwords], transaction, report, field, etc.

5.14.4.6 The system should allow the System Administrators to define who may access the system and what data the user will be permitted to view or update.

5.14.4.7 As with any system that allows online updates, and especially any system where updates are allowed via phone or web, audit and system logs should be available. Any updates to data should be recorded in the logs and available for reporting / review.

#### **5.15 SYSTEM INSTALLATION AND TESTING PLANS**

5.15.1 Install, configure, test and make operational the MECMS system.

5.15.2 System Testing

5.15.2.1 Thoroughly test entire system.

5.15.2.2 Provide a sample checklist for system testing. This is a test for system operations, features, application integration, telephone set testing, etc.

5.15.2.3 For System Acceptance Testing, the Contractor shall provide a test plan to verify that the system has performed to functional requirements.

#### **5.16 DATABASE ADMINISTRATION AND SECURITY**

5.16.1 Provide system functionality to define authorized Medical Examiner user logon IDs and associated passwords to protect against unauthorized access to the database.

5.16.2 Describe the proposed system's access and security control, including the types of access permitted to include Medical Examiner user roles (i.e., support staff, management staff, and system administration staff).

5.16.3 Provide the ability to administer Medical Examiner users, limit his/her functional access corresponding to his/her assigned job description. Only those functions accessible to the Medical Examiner user should be displayed on the screen.

5.16.4 Provide activity logs of all Medical Examiner user activities within the system.

#### **5.17 IMPLEMENTATION REQUIREMENTS**

5.17.1 Supply a representative who will work with Collin County's Medical Examiner and Collin County's Information Technology (IT) department for the duration of this project.

5.17.2 Assist with implementation activities the week of Go-Live. The contractor shall supply enough personnel (remote or onsite at Collin County) to cover go-live activities and be available in the event that issues arise during production implementation of the system.

#### **5.18 TRAINING REQUIREMENTS**

5.18.1 System training shall be provided by the contractor to Medical Examiner personnel.

5.18.2 Contractor training can be in person or via interactive web based training.

5.18.3 Provide training to ensure that the MECMS system administrators can adequately perform all basic administrative, diagnostic, and configuration functions within the proposed system.

5.18.4 Provide detailed system documentation that describes all system administration functions.

5.18.5 Provide the Medical Examiner's office with three (3) hard copies each and one (1) electronic copy each of the User's Manual and the Systems Administration Guide.

#### **5.19 MAINTENANCE/WARRANTY/SERVICE RESPONSE REQUIREMENTS**

5.19.1 Warranty service shall include Contractor response to system problems in the following manner: Service shall include, when necessary, all services be available twenty-four (24) hours per day, seven (7) days per week.

5.19.2 Provide implementation support and ongoing Production Support including unlimited telephone support, remote access support or in-person support (if applicable) Collin County's location(s) or such other locations as the Medical Examiner's office may specify or is necessary.

5.19.3 Provide for a fail-over process in case of a processor failure or natural disaster.

- 5.19.4 Provide total system failure procedures identifying if system will be a self-contained re-boot or if it will require manual intervention.
- 5.19.5 If a cloud-based solutions is proposed, provide a disaster recovery plan that would restore data if the cloud system's data center was rendered unusable as a result of a natural disaster or major catastrophe.
- 5.19.6 In the event of a system or database crash, provide database restore procedures for immediate recovery following the restoration or correction of a hardware or software failure.
- 5.19.7 Response to major failure maintenance calls shall not exceed four (4) hours. Major Failure maintenance shall be defined as follows:
- 5.19.7.1 The entire system is inoperative.
  - 5.19.7.2 Disruption in service to a single user of material nature. Material nature shall mean the Medical Examiner's operations are critically affected.
  - 5.19.7.3 Response to a minor failure shall not exceed the next business day following the report.
- 5.19.8 Minor Failure shall be defined as follows:
- 5.19.8.1 Any request for service when a major failure does not exist shall be deemed to be a minor failure.
- 5.19.9 When a request for emergency service is received from Collin County, Contractor agrees to assign qualified maintenance personnel, within two (2) hours of request, twenty-four (24) hours per day, seven (7) days per week.
- 5.19.10 In the event that any emergency is not corrected by the Contractor within twelve (12) hours from receipt of notice, the Contractor shall replace that portion of the system causing such emergency with new items of equipment or software within twenty-four (24) hours from receipt of the emergency.
- 5.19.11 Contractor will provide Collin County an escalation call list and shall keep the escalation call list updated as time passes.
- 5.19.12 Should the condition require that Contractor re-boot the system or perform any action that could lead to a system re-boot or any other adverse condition, Contractor shall first notify Collin County's designated IT Support Group and obtain Collin County's permission before proceeding.

<b>6.0 PROPOSAL FORMAT</b>
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6.1 **PROPOSAL DOCUMENTS:** The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be on letter-size (8 1/2"x 11") paper. Offerors may submit online via [www.bidsync.com](http://www.bidsync.com) or submit a hard copy with one (1) original and five (5) copies assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.** Paper copies should also be accompanied by an electronic copy of the information provided on a CD in a searchable format.

Responsive proposals shall provide straightforward, concise information that satisfies the requirements of this solicitation. Responsive proposals will display conformity to the County instructions, requirements of this solicitation, and the completeness and clarity of content.

## 6.2 EXECUTIVE SUMMARY

The Contractor shall provide an Executive Summary of its proposal. The Executive Summary shall be a high-level, general overview of how the Contractor proposes to accomplish the requirements of this RFP. The Executive Summary shall demonstrate the Contractor's understanding of the basic requirements and expectations of the RFP.

### 6.2.1 FIRM OVERVIEW

The contractor is requested to define the overall structure of the Firm to include the following:

- 6.2.1.1 A descriptive background of your company's history.
- 6.2.1.2 State your principal business location and any other service locations.
- 6.2.1.3 What is your primary line of business?
- 6.2.1.4 How long have you been selling product(s) and/or providing service(s)?
- 6.2.1.5 State how many and the locations where your product/services are in use.
- 6.2.1.6 Provide a list of other projects that you are currently involved with or will be involved with.

## 6.3 PROJECT PLAN AND METHODOLOGY

**Contractor shall provide a response for each statement below.**

6.3.1 Provide a draft project plan (preferably a GANTT Chart) in MS project or other suitable format that describes the project level tasks, duration, resources and appropriate dependencies.

6.3.2 Project plan to include roles and responsibilities of the Contractor and its representatives, including installation, development of any mandatory customizations, implementation, post-implementation, support and service level agreements for implementation issues both immediate and on-going.

6.3.3 Project plan should include training resources, timeline, and training plan description.

6.3.4 Provide a specific, detailed project plan that describes how the Contractor intends to provide the requested services which are set forth in this Scope of Work. Explain, in full detail, how the Contractor will meet all the needs of the Medical Examiner detailed in the Scope of Work. Contractor should not summarize its services in this section. Rather, explain exactly how the Contractor can meet the Medical Examiner's needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with the Medical Examiner and Information Technology departments.

6.3.5 Demonstrate a clear understanding of the tasks and the potential problems in meeting the Scope of Work requirements. The Contractor should include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.

6.3.6 Contractor shall respond to all elements of the RFP and SOW. In particular, Contractor's response should include specific information, documents, submittals, or responses.

6.3.7 Any services Contractor cannot provide that are stated in Section 5.0 of the Request for Proposal, shall be disclosed in writing in the section labeled Exceptions at the end of the proposal. If no exceptions are listed in the section labeled Exceptions, it is understood that the Contractor has agreed to requirements as listed in the RFP.

6.3.8 Respond to all elements of the RFP and Scope of Work.

#### 6.4 **TECHNICAL REPSONSE**

Contractor shall include a response to each of the statements below.

6.4.1 Identify the concept approach behind the system architecture. Provide a high level description of the system design (including system and network topology) for the proposed system to account for all equipment, hardware, software and infrastructure components.

6.4.2 Support rugged PCs used in the field, or tablets.

6.4.3 Provide explanation of how System Redundancy is built into the proposed cloud based system to account for hardware failure.

6.4.4 Provide access to its features via API calls or web services (if applicable).

6.4.5 Support Internet Explorer 8.X, Google Chrome, Mozilla Firefox and Apple Safari web browsers.

6.4.6 Support Android and Apple OSX tablet platforms.

6.4.7 Provide security for web traffic with SSL Protocols acceptable to the Collin County IT Department standards.

6.4.8 Provide the Medical Examiner's office with system administration tools to define and setup different security levels (e.g. inquiry, update, etc.) based on the Medical Examiner user's job role.

6.4.9 Operate in Windows 7/8.

6.4.10 Provide the ability to allow the Collin County's IT Department to write queries against the system's database to generate ad hoc reports without compromising system response time.

6.4.11 Proposal shall identify the process to include Medical Examiner customizations to the baseline MECMS system.

6.4.12 Provide patch fixes and software upgrades at regular scheduled intervals at no cost to the Collin County.

6.4.13 Provide system availability and reliability 24 hours a day, 7 days a week, excepted for minimal scheduled down time for routine maintenance as recommended by the Contractor and agreed to by the Medical Examiner's Office.

6.4.14 Provide an efficient, reliable system response time service with the Medical Examiner's acceptable response time and provide for processing cases simultaneously using up to 10 workstations and with rugged tablet PCs.

6.4.15 Provide the functionality to archive all case records on demand for a Medical Examiner user-specified period of time and allow historical access to query data from the database.

6.4.16 Provide backup procedures for daily back-up of the database without bringing down the system database.

6.4.17 Proposed system's access and security control, including the types of access permitted to include Medical Examiner user roles (i.e., support staff, management staff, and system administration staff).

6.4.18 Provide sample system acceptance test plan.

6.4.19 Provide a sample checklist for system testing.

6.4.20 Outline the hardware (e.g. scanners, peripheral devices, etc.) and imaging software technologies to be used to capture and process data.

6.4.21 Outline system capacity, performance and application processing benchmarks.

6.4.22 Descriptions of any additional technologies, features, or functionality offered by the Contractor and a statement of what services or efficiencies those technologies would provide.

6.4.23 Brochures and manuals providing technical specifications as well as specific descriptions of the operation of hardware and software applications referenced in this RFP and proposal

6.4.24 If the literature, photographs or drawings differ in any manner from the systems and equipment being proposed, such differences shall be explained in detail.

6.4.25 Identification of all customizable reports vs. canned reports, including providing sample reports as requested in the reports section, 5.15.3 of this scope of work.

## 6.5 **MAINTENANCE/WARRANTY/SERVICE**

6.5.1 Indicate if your maintenance warranty program meets requirements in section 5.18. State any exceptions.

## 6.6 **REFERENCES**

6.6.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail address.

## 6.7 **PRICING/FEES**

6.7.1 Contractor shall state pricing for each option below. Please provide an explanation if you cannot provide pricing for one of the following options.

### 6.7.2 **Collin County Hosted**

6.7.2.1 **Option 1:** Software, licensing fees, and initial installation support if required.

6.7.2.1.1 State total price including annual maintenance for first year.

6.7.2.1.2 State total price including annual maintenance for each year for years 2-5.

6.7.2.1.3 Optional – Hourly rate for future software customizations/modifications. **Software is to be hosted in Collin County's IT environment.**

6.7.2.2 **Option 2:** Software, licensing fees, installation support, configuration and implementation support, expandability and adaptability (modifications) for County requested customizations. **Software is to be hosted in Collin County's IT environment.**

6.7.2.2.1 State total price including annual maintenance for first year.

6.7.2.2.2 State total price including annual maintenance for each year for years 2-5.

### 6.7.3 **Vendor Hosted**

6.7.3.1 **Option 1:** Software, licensing fees, installation support, configuration and implementation support, expandability and adaptability (modifications) for County requested customizations. **Software is to be hosted in the vendor's "cloud" based environment.**

6.7.3.1.1 State total price including annual maintenance for first year.

6.7.3.1.2 State total price including annual maintenance for each year for years 2-5.

6.7.4 State additional pricing for add-ons.

**6.8 EXCEPTIONS**

6.8.1 Please complete the following worksheet listing any and all exceptions from the information requested in the RFP. Attach additional pages as needed. If no deviations are listed it is understood that the Contractor has agreed to all requirements as listed in the RFP.

<b>Section Number/ Question Number</b>	<b>Required Service Offeror is Unable to Perform</b>	<b>Steps Taken to Meet Requirement</b>

## Attachment A

## Recommended Collin County Cloud Services Level Agreement

### 1. Access to the Subscription Services.

- 1.1. The Software is located on servers that are controlled by "VENDOR NAME". Collin County may access the software and have the right to place the software object code in escrow.
- 1.2. Collin County will provide high speed Internet connection, and hardware and software that is compatible with the Subscription Services.
- 1.3. Collin County will be responsible for regular upgrades to the Subscription Services and will be required to schedule with Collin County prior to the update. If upgrades require Collin County to upgrade its technical environment, "VENDOR NAME" will notify Collin County 90 days in advance.
- 1.4. Collin County expects levels of cloud services provided in 1.4.1 through 1.4.5.
  - 1.4.1. "VENDOR NAME" will provide 90% uptime to Collin County software application during Collin County's business operating hours. The operating hours will be identified by the Collin County and is subject to change as required. Collin County will provide a 30 day notification to "VENDOR NAME" of any changes.
  - 1.4.2. "VENDOR NAME" will provide Collin County Medical Examiner's Office the required level of performance and response time to the cloud services in order for the County to conduct their business efficiently and effectively.
  - 1.4.3. "VENDOR NAME" will notify, two weeks in advance, Collin County for all scheduled outages. All scheduled outage notification must include the start and completion dates, time, impact, risk, back out plan of the schedule outages, and any technology updates that impacts the County at any time.
  - 1.4.4. "VENDOR NAME" will notify Collin County for all unscheduled outages immediately when it occurs. "VENDOR NAME" will provide the Collin County within two hours the details of the unscheduled outages, to include, impact to the County and resolution. Unscheduled outages should always be minimalized and should not occur any more than four times in a twelve month fiscal year.
  - 1.4.5. "VENDOR NAME" will provide the proper infrastructure and security to properly maintain access to Collin County's data and "VENDOR NAME" software.
- 1.5. "VENDOR NAME" is required to provide Collin County of any outsourced services under this contract. If "VENDOR NAME" uses any other than "VENDOR NAME" owned cloud services environments "VENDOR NAME" must get written approval from Collin County.

### 2. Collin County "DEPT NAME" Data.

- 2.1. Collin County will provide all data for use in the Subscription Service. "VENDOR NAME" will not modify

## Attachment A

(add, delete, or update) data unless approved by Collin County.

- 2.2. Collin County's data is government property and owns all rights to the data in the cloud and "VENDOR NAME" makes no claim or any right of ownership in it.
- 2.3. "VENDOR NAME" is required to keep the Collin County's data confidential, secure behind a firewall, and maintain regular backups based on best practices and approved by the County.
- 2.4. "VENDOR NAME" will not provide or use Collin County's data for corporate gain, statistical use, or provided to any other organization without the written permission of Collin County.
- 2.5. Collin County will have sole discretion to access and retrieve its data stored in the "VENDOR NAME" cloud services.
- 2.6. In an event of an emergency or time sensitive situation "VENDOR NAME" will allow full access to Collin County's data.
  - 2.6.1 Collin County will contact "VENDOR NAME" during any emergence or time sensitive event in order to access and retrieve its data stored in the "VENDOR NAME" cloud.
  - 2.6.2 "VENDOR NAME" is required to contact Collin County immediately in the event "VENDOR NAME" has an emergency.
  - 2.6.3 The use of FTP (File Transfer Portal) and/or other means of retrieving the data will be required to provide by "VENDOR NAME" to Collin County during an emergency or time sensitive situation.
- 2.7. "VENDOR NAME" will FTP (File Transfer Portal) all Collin County "DEPT NAME" data on a XX (recommend weekly) basis to Collin County.
- 2.8. "VENDOR NAME" will provide the ability to disposition data upon request of Collin County in order to meet required retention schedules allowable by the law. "VENDOR NAME" will not have additional copies of the disposition record residing in other locations or cloud environments making the record subject to disclosure upon any public record request or in the event of litigation.
- 2.9. In the event of contract termination "VENDOR NAME" will provide all of Collin County's data back to the County according to sections 2.9.1 through 2.9.4 requirements.
  - 2.9.1. Collin County's data will be provided back to the County through FTP (File Transfer Protocol) and/or other agreed upon technology 60 days prior to the termination date of the contract.
  - 2.9.2. Collin County data will be provided back to the County in a SQL database format and/or other agreed upon database technology.
  - 2.9.2. Collin County's data access will be provided to the County during the full term of the contract.
  - 2.9.3. All Collin County data will be destroyed by "VENDOR NAME" upon completion of the terminated contract. This includes all backups and/or copies of the County data in other environments or locations.

## Attachment A

2.9.4. Collin County reserves the right to conduct an audit to ensure the data has been destroyed in the cloud and/or other environments or locations.

2.10. If "VENDOR NAME" experiences a data breach or unauthorized access to Collin County data "VENDOR NAME" will immediately notify Collin County. Within two weeks of the breach detail notification to Collin County is required and will include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by Collin County. "VENDOR NAME" will be responsible for all expenses related to any data breach or unauthorized access to Collin County data and will be by liable for all damages, fines, to include litigation cost. Collin County will not be responsible for any expense associated with data breaches or unauthorized access while the county data is residing in "VENDOR NAME" cloud services.

2.11. All of data (copies, backups, and data in the cloud) is required to be stored in the State of Texas unless otherwise agreed upon by "VENDOR NAME" and Collin County.

2.12 "VENDOR NAME" is required to provide required disaster recovery and business continuity plan to Collin County. The plan must be agreed upon and plans must meet government requirements.

### **3. Right to Audit and Inspect.**

3.1 Collin County reserves the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments. All reports from these audits will be provided to Collin County.

3.2 Collin County or a third-party provider selected by the County, has a right to perform an onsite inspection of "VENDOR NAME" cloud, infrastructure and security practices on a specified basis.

3.3 Collin County has the right to review the Infrastructure and security specifications in written format if it so chooses.

3.4 Collin County have the right to audit the performance records of "VENDOR NAME" cloud, as well as access to daily and weekly service quality statistics.

**SIGNATURE FORM  
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

**COMPANY INFORMATION/PROFILE/REFERENCES**

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas?  Yes  No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:  Yes  No

if "yes", what is that dollar increment or percentage?

**Company Profile: IS YOUR FIRM?**

Sole Proprietorship  Yes  No

General Partnership  Yes  No

Limited Partnership  Yes  No

Corporation  Yes  No

Other   Yes  No

List Legal Names in Company:

**List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.**



AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?  Yes  No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>

Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p style="text-align: center;">This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>	
<p><b>1. Name of person who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3. Name of local government officer with whom filer has employment or business relationship.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%; text-align: center; margin: 10px 0;"> <p><b>Name of Officer</b></p> </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 10px;"></div>		





4.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?  Yes  No

Plan Room?  Yes  No

Collin County Web-Site?  Yes  No

Facsimile or email from BidSync?  Yes  No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?  Yes  No

Downloaded from Company Computer?  Yes  No

Requested a Copy from Collin County?  Yes  No

Other

Thank You,

Collin County Purchasing Department



## Question and Answers for Bid #2015-116 - MEDICAL EXAMINER CASE MANAGEMENT SYSTEM

### OVERALL BID QUESTIONS

**There are no questions associated with this bid.**