

**A SOLICITATION/CONTRACT FORM**

**DISTRICT OF COLUMBIA COURT  
 SOLICITATION, OFFER AND AWARD FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURT  
 ADMINISTRATIVE SERVICES DIVISION  
 PROCUREMENT AND CONTRACTS BRANCH  
 515 5TH STREET, NW, ROOM 319 WASHINGTON,  
 D.C. 20001

DATE ISSUED: July 15, 2002  
 OPENING DATE: July 15, 2002  
 OPENING TIME: 10:00 am EDT

SOLICITATION NUMBER: CSP-02-019 CLOSING DATE: August 16, 2002 CLOSING TIME: 3:00 pm EDT  
 OFFER/BID FOR: INTEGRATED JUSTICE INFORMATION SYSTEM  
 MARKET TYPE: Open

**TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PP	(X)	SEC.	DESCRIPTION	PP
X	A	Solicitation/Offer/Award Form	A-1	X	H	Special Contract Requirements	H-1
X	B	Supplies or Services & Price /Cost	B-1	X	I	Contract Clauses	I-1
X	C	Description/Specs. Work Statement	C-1	X	J	List of Attachments	J-1
X	D	Packaging and Marking	D-1	X	K	Representation Certificates	K-1
X	E	Inspection and Acceptance	E-1	X	L	Instructions, Conditions, Notices	L-1
X	F	Deliveries and Performance	F-1	X	M	Evaluation Factors for Award	M-1
X	G	Contract Administration Data	G-1	X	Att	Attachments J-1 through J-13	

**OFFER (TO BE COMPLETED BY OFFEROR)**

**Note: In sealed bid solicitations "Offer" and "Offeror" mean "Bid" and "Bidder."**

The undersigned offers and agrees that, with respect to all terms and conditions accepted by The Court under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract.

OFFEROR  Name:  Street:  City, State:  Zip Code:  Telephone Number: (    )	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature  (Seal)	Date:
	Impress Corporate Seal Corporate (Seal) (Secretary)(Attest)	

**AWARD**

**(To be completed by the District of Columbia Court)**

CONTRACT NO.    AWARD AMOUNT \$ ACCEPTED AS TO THE FOLLOWING ITEMS: DISTRICT OF COLUMBIA COURT BY: _____ _____ CONTRACTING OFFICER CONTRACT PERIOD: _____, 20____ _____ AWARD DATE
---

---

## **B SUPPLIES OR SERVICES AND PRICES/COSTS**

---

### **B.1 OVERVIEW**

The District of Columbia Superior Court, hereafter also referred to as “DCSC” or “The Court,” is soliciting proposals from qualified Contractors for the acquisition and implementation of a commercial-off-the-shelf (COTS) Integrated Justice Information System (IJIS) software. Qualified Offerors shall have a commercially available product that has been installed in a court of similar size and complexity (e.g., case load, multiple court types included in the enterprise) as The Court.

### **B.2 CONTRACT TYPE:**

The contract awarded under this request for proposal shall be a time and material contract with a fixed price component and shall include direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit, and materials required at cost.

### **B.3 PRICING INSTRUCTIONS**

The proposed price furnished by the Offeror shall be itemized for the services set forth in Section C and the other sections of the RFP and defined in Attachment J-2, Price Schedule.—This shall include the estimated direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit, and materials required cost based on the usage.

The Offeror must submit the cost for the software and related services for the Base year and all Option Years as specified in the Price Schedule and in accordance with Section C, Scope of Services, of this Request for Proposal (RFP).—For additional price proposal requirements, refer to Section L.7.1.1.

Price Tables A through L, along with all supporting documentation shall be submitted under Tab A, Section 1.1, of the Price Proposal.

#### **B.3.1 TABLE A – SOFTWARE ACQUISITION, CUSTOMIZATION, INSTALLATION, DATA CONVERSION, AND MAINTENANCE**

Fulfillment of all requirements listed in Attachment J-1 shall be included in the purchase price in Table A—(Software Acquisition, Customization, Installation, Data Conversion, and Maintenance)—, either as the base price or as a priced customization or modification of the core software.

The price of acquisition shall include the cost of customization and data conversion for each phase of implementation.—This assumes that the application shall be implemented in phases, according to the instructions in Section C, and that each implementation phase shall include integrating one or more branches or divisions within The Court’s overall structure into the Integrated Justice Information System.

### **B.3.2 TABLES B AND E – LABOR UNIT PRICES FOR SYSTEM ENGINEERING AND DATA CONVERSION SUPPORT**

The labor rates shall be based on the personnel required to perform the services identified in Section C and defined in Volume I, Tab D, Management Capability. These services are limited to those proposed activities and tasks that fall outside of the condition of meeting all defined requirements as noted in C.13 and elsewhere for the core system and the accompanying data conversion required to implement each phase of the IJIS.

When completing Section B, Tables B and E, the Offeror shall submit the proposed ceiling hourly rate for each labor category for the base and option periods for both on-site and off-site efforts. As The Court has limited physical space, it is expected that most of the customization and modification efforts shall be performed at the Offeror's facility, while testing, installation and implementation shall occur at The Court's facilities. Tables B, D, E, and G shall reflect the fully burdened ceiling rates for labor. For purposes of preparing their proposal and its price information, the Offeror shall use the labor category description in Section C.13 to guide their determination of the necessary labor categories. The selection of offered labor categories shall represent the type of labor skills that shall generally be required. All labor rates for purposes of this solicitation shall be based on services being provided in the Washington, D.C. metropolitan area.

### **B.3.3 TABLES C AND F – ESTIMATED HOURS FOR SYSTEM ENGINEERING AND DATA CONVERSION SUPPORT**

The estimate of hours for each labor category by year, presented in Tables C and F shall reflect the projected plan and schedule for services defined in Volume I, Section E.

### **B.3.4 TABLES D AND G – ESTIMATED LABOR PRICE**

Tables D and G represent the estimated annual, and fully-loaded labor price for ~~both~~ System Engineering and Data Conversion support services.

### **B.3.5 TABLES H AND I – ESTIMATED ODC'S AND ADDITIONAL HARDWARE AND SOFTWARE COST AND PRICE**

When completing Section B, Tables H and I, the Offeror shall submit cost estimates plus the indirect handling rate for the estimated travel, tools, and other direct costs, as well as for additional hardware and software beyond that provided as part of the IJIS solution per contract year.

### **B.3.6 TABLE J – SAMPLE TERMS AND AGREEMENTS**

To facilitate the negotiation of terms and conditions, the Offeror shall submit samples of any standard terms and conditions desired to be part of a purchase agreement, summarized in Table J and supported with appropriate documentation. These samples must include a proposed purchase agreement, annual license agreement, maintenance agreement, and other terms or conditions that the Offeror would want included in a purchase agreement and/or subsequent working agreement

with The Court.— Alternatives may be offered, but the Table must at minimum represent the offering priced in Table A.

**B.3.7 TABLE K – TOTAL EVALUATED PROPOSAL PRICE**

Table K shall reflect the total evaluated proposal price, which consists of the sum of each annual estimated prices from Tables A, D, G, H, and I, summed annually and for the total term of the contract, including option years.

**B.3.8 TABLE L – PROPOSED PAYMENT SCHEDULE**

Offerors shall submit a payment schedule in Table L, linked to specified milestones and deliverables identified in the Offeror’s project plan, contained in Section E of Volume I of their proposal.— Billing amounts shall not be considered earned until those milestones are completed and accepted by The Court.— Examples of milestones that may be used for this purpose include completion of initial setup, data conversion, training, etc.

---

## C DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

---

### C.1 INTRODUCTION

The District of Columbia Superior Court, hereafter referred to as “The Court,” is seeking to acquire and implement a Commercial-Off-The-Shelf (COTS) product that, in its original configuration or with limited customization, provides an integrated multi-court case tracking system that meets the needs of The Court.— Within The Court, this undertaking is identified and referred to as the Integrated Justice Information System (IJIS).— The Court anticipates acquiring the COTS product and any required customization and support from a single Offeror.— The selected single Offeror shall provide its wholly owned product and all required services with no third-party (e.g., other company’s) licensing or participation, or the selected single Offeror shall function as the “Prime Contractor”, that is the selected single Offeror shall be the sole point of interaction with The Court and provide their product and support plus any and all licensing, code modification, services, training, and installation required from other sources.— The responsibility of the selected single Offeror is to perform the duties necessary to acquire, customize, install, test, integrate, convert data, train, and document IJIS. During the installation process, the selected single Offeror shall, as directed and agreed upon, re-design or re-engineer the present Court systems so the present Court systems correctly integrate with IJIS.— Additionally, the selected single Offeror shall convert data residing in other Court systems to be viable and valid data, both in content and usable format, in IJIS.

Within this SOW the words “customize” and “modify” and their tenses have specific and distinct meanings.

“Customize” means all changes to the COTS product are treated as enhancements and shall remain as features in subsequent releases and/or versions of the Offeror’s COTS product without additional costs to The Court.— Customization shall NOT require any changes to the core code of the program(s) and shall continue automatically when commercially available upgrades are installed.

“Modify,” means a change or changes are made and are in effect for this sole implementation, release, or version.— The change or changes may or may not appear in subsequent releases or versions of the Offeror’s COTS product.— Modification implies that changes are made to the core code of the product and that these changes shall not continue when commercially available upgrades are installed and may further present conflicts with the upgrades.

### C.2 BACKGROUND

The Court is likely the most unique court in the United States of America. In all other areas of America there are various local (city, county, etc.) and state courts with each jurisdiction providing distinct services to its citizens.— While Washington, D.C. (D.C. or the District) is a city, it also functions as a state.— The Court, therefore, provides services at both the city and state level.— D.C. is also unique in that the Federal Government had total oversight of its operations

until approximately 30 years ago.—Since then the District has gained a measure of self-rule, but the U.S. Government still has a considerable amount of oversight or involvement in its operations.

Budgets and funding within the District (as with other large cities) have been a major concern. Receiving low priority for funding caused many executive agencies, the school system, and The Court to make do with what they had or could afford with their limited funding.—This has resulted in a plethora of disjointed processes and procedures, both manual and automated, in the executive agencies, the school system, and The Court.—Both the District executive office and The Court have undertaken projects to re-engineer themselves.—The Court is looking to re-define its manual and automated processes, both in its internal procedures and operations among its own departments, as well as in its interactions with outside agencies and partners.

One of the weaknesses identified within The Court and among its partners is in the Case Tracking area.—Each of the major courts under the Superior Court, and departments or agencies they interact with, have their own Case Tracking system or process. There are 18 identified case management systems in use. This results in loss of time, loss of information, duplication, and extra cost.

As a result of these findings, the determination was made that The Court, through its Information Technology Division (ITD), would improve the case tracking and reporting capabilities of The Court through the acquisition of a full-featured case management system that, while using current technology, also provides for the implementation of newer technologies at a later time. This project was named the Integrated Justice Information System (IJIS).—The plan is to bring courts sequentially on-line.—The original plan identified the Juvenile Court as the first court to implement the IJIS.—However, U.S. Government legislation now requires that a group of courts, now known as the Family Court, be the first court implemented on IJIS.—Within the Family Court, the Abuse and Neglect Court shall be implemented first.—The current planned implementation sequence is: Family Court, Civil Court, Probate Court, Criminal Court, and Multi-door resolution.—Other than Family Court, the sequence may change.

IJIS is to improve the quality and the effectiveness of case processing in The Court.—It shall consider all aspects of case processing including, but not limited to, such processes as Case Management, Financial Accounting, Case Initiation, Scheduling, Management Reporting and Docketing.—This project is not limited to The Court in that it shall attempt to discover methods for electronically exchanging vital information among the outside justice agencies with minimal effort using secure web-based technology.

The Court is currently using several mainframe applications that were developed in-house over the years.—These applications are primarily case management systems that collect valuable data, but fall short in their effective use and access of this information. Some of the applications have limited financial integration functions.

The Court is in the process of migrating from the mainframe platform to a Client/Server platform.—A multiple year plan has been developed for this migration to Client/Server to allow funding of the new Infrastructure.

### C.3 OBJECTIVES

The objective of this program is to provide an integrated case management system, using a Commercial-Off-the-Shelf (COTS) product that requires minimal customization and no core modification, for the various courts within the District of Columbia Superior Courts system. This case management system shall be based on an RDBMS, preferably Oracle, and shall support traditional case management (jacket, docket/case number tracking), document management, scheduling, financial transactions (including fees), accounts receivable and payable, escrow accounts for probate, grant funds, and other financial transactions using Generally Accepted Accounting Principles for Government organizations.—The system shall be able to manage automated data exchange with external third party organizations, preferably using web browser technology in a secure format (e.g., HTTPS, Legal XML).—It shall be implemented on a phased basis, with the Family Court activities being the first iteration of implementation.—The implementation for Family Court shall establish, based on business rules, methods for automating management of the “One Family, one Judge” requirements of the Family Court Act.

#### C.3.1 RFP and SOW Objectives

The objectives of this RFP and the requirements contained in the SOW are:

- To solicit proposals to acquire a COTS product for a court wide Integrated Justice Information System.
- To solicit proposals to provide any required customization of the COTS product.
- To solicit proposals to provide data conversion from the legacy data to the selected COTS product.
- To solicit proposals to provide training on the selected COTS product.
- To request multi-year implementation of the case types.
- To outline The Court’s Family, Civil, Criminal, and Probate court processes so that The Court’s Offerors have an understanding of the functions and interactions within The Court and how The Court interacts with their internal and external partners.
- To provide a detailed explanation of required system functionality and performance.
- To provide statistical information regarding case volume that shall affect performance requirements.
- To identify the Project Management and Reporting Requirements.
- To identify test planning, test execution, and test reporting requirements.
- To provide RFP response instructions.
- To provide contractual requirements.

#### C.3.2 IJIS OBJECTIVES

Based on current operations and findings determined through reviews and interviews the objectives of IJIS are as follows.

##### C.3.2.1 Efficiency Goals

- Reduce or eliminate redundant data entry
- Improve access to case information
- Improve the generation of notifications and forms

Improve response time to research information  
Improve the ability to meet statutory requirements  
Improve the ability to monitor mandatory review hearings  
Improve the efficiency and effectiveness of the justice process  
Increase the use of automation  
Improve the timeliness of information  
Reduce the amount of manual paper handling  
Increase the use of standard data formats and data edits

### **C.3.2.2 Integration Goals**

- Improve communication among offices
- Improve the ability to allow multiple user to access the case information simultaneously
- Improve electronic interfaces with external systems
- Promote an integrated solution that supports a single source of information

### **C.3.2.3 Access and Reporting Goals**

- Improve access to procedure and statutes
- Improve access to literature or documentation regarding necessary procedures
- Improve access to case information
- Provide 24-hour access
- Improve case statistical reporting
- Improve the response time to public inquiries information

### **C.3.2.4 Accuracy Goals**

- Ensure compliance with statutes
- Improve case information reporting
- Improve the administration of the system
- Ensure audit-ability of financial records

### **C.3.2.5 Exchanging data with financial intuitions using electronic account balancing interfaces**

### **C.3.2.6 Management and Control Goals**

- Improve the consistency of entering, retrieving, and manipulating data
- Reduce the cost of the judicial process
- Eliminate unauthorized access to sensitive case information
- Eliminate unauthorized access to confidential cases
- Improve system flexibility and growth potential

## **C.4 CURRENT OPERATIONS**

The following information is provided to assist the Offeror in understanding the current environment and operational characteristics of the numerous case management systems and to provided information for the Offeror to use in considering data conversion and interfaces.

### **C.4.1 Hardware**

Court applications operate on an IBM S/390 and 12 servers using Windows NT LAN platform for connectivity, running mostly TCP/IP network protocol over a 10/100 Mbps Ethernet-based backbone.—The LAN also uses AppleTalk, IPX/SPX, and NetBEUI protocols.—There are approximately 1050 PC workstations and 50 mainframe 3270 terminals on this network. AppleTalk connects a PowerMac G3 server to 24 Mac workstations, which are also connected to the Windows NT Microsoft Exchange server.

The LAN extends to three annex buildings creating a Court-wide LAN or Wide Area Network (WAN) using Venison's Switched Multi-megabit Data Service (SMDS) at 1.17mbs.—A T-1 connection exists between The Court's main building and buildings A and B.—The four Supervision Field Units are connected by 56k lines.—Further, The Court WAN is connected to CSOSA and the D.C.'s WANs via 10mbs and 56k ISDN connections, respectively.

The mainframe was purchased in April 1999 for the Y2K Conversion Project to replace the older IBM ES/9000.—The S/390 runs the OS/390 operating system, version 2.4.—The IT Division is currently upgrading to version 4.1.

#### **C.4.2 Mainframe Applications**

There are 19 unlinked applications presently in use as follows:

The IBM S/390 mainframe houses 13 of the applications

Three of which are for inquiry purposes and track past financial data and not discussed in this document.

Eight were developed in COBOL and CICS with the data stored in VSAM flat-file formats.

The CIS and Property Office System applications were developed in IDMS/R and the data exists in IDMS Version 14.2.

Six are desktop applications

A discussion of the ten mainframe applications are presented to assist the responder in understanding the environment The Court works in and to assist in grasping an understanding of the needs driving the IJIS program.

##### **C.4.2.1 Attorney Bar-Code Cross-Reference (ATSS)**

ATSS is a cross-application reference database on attorneys licensed to practice law in D.C. The data is uploaded monthly via a magnetic tape received from the D.C. Bar Association.—The following systems access this data: Criminal Information System (CIS), JISRA, Probate Court's Information System (PCIS), and TDMS.—Also, CIS provides an on-line search capability. TDMS has a separate record of attorneys within its own database that includes disbarred members; therefore, it searches ATSS only if a bar number is not found in its database.

##### **C.4.2.2 Criminal Information System (CIS)**

CIS is a case management system for adult felonies and misdemeanors, and for traffic NOIs (Notice of Infractions).—Developed in 1978 and later rewritten in the early 1990s, CIS is the only mainframe application in The Court that uses a relational database, Computer Associate's IDMS.—It was designed primarily as a calendaring system with some docketing capability. Also, CIS produces periodic reports for scheduling and statistical purposes.

CIS exchanges data with several other databases via The Court's WAN connections.—Data are transferred hourly and daily to the Criminal Justice Information System (CJIS).—Maintained by the Metropolitan Police Department (MPD), CJIS was originally intended to serve as the repository for D.C.'s inter-agency criminal justice system.—Now, The Court and other District and Federal agencies use the system for simple data exchanges.—Electronic exchanges include:

CJIS sends data captured on the PD163 form to CIS for case initiation.

CIS returns data on new and updated cases including, but not limited to, defendants' details and final case dispositions.

Pretrial Services sends a monthly tape to CIS containing defendants' addresses.

CIS provides a weekly tape to the Department of Motor Vehicles (DMV) on traffic convictions (I12).—NOTE: Traffic convictions related to drugs as pursuant to the Uniform Control Substance Act (W29) are sent weekly in paper-format to DMV as well.

Monthly tapes from Bureau of Traffic Adjudications (BTA) on D.C. cases paid at its office.

The following database or programming deficiencies were noted:

Data fields restrict the capturing of full sentencing conditions.

In traffic cases involving multiple infractions from the same incident, each infraction with all repeating incident data must be entered separately.

Monthly statistical reports do not record case transfers between calendars, which must be added manually to reflect individual judicial statistics accurately.

The computer-generated prisoner transport list shall not display defendants in custody for any offense other than the one scheduled for appearance (Criminal Division - Felony).

CIS needs the capacity to allow the entry of an unlimited number of user-defined events (Domestic Violence Unit (DVU)).

CIS cannot track the re-assignments of judicial officers to other calendars or cases.—To generate an accurate calendar, DVU intentionally enters erroneous information, which may or may not be deleted later (DVU).

#### **C.4.2.3 Court Reporters System (CRS)**

Consisting of four on-line screens and one VSAM file, this application tracks cases under appeal, the transfer of documents between ACO and COA, and the production of transcripts.—The Court Reporting Department and ACO in the Special Operations Divisions use this application. Although one screen is used for appeals, significant amounts of data are captured.

#### **C.4.2.4 Criminal Division Property Office System**

This application tracks the receipt, movement, and storage of criminal exhibits and evidence in the custody of The Court's Property Office.

#### **C.4.2.5 Juror Information System**

The Juror's Office system performs juror management functions, including printing summonses to District residents for jury service, qualifying jurors, randomly assigning jurors to jury panels, dispensing payments for juror services using batch checks and on-line automated teller machines (ATMs), and generating juror management reports and statistics tracking daily juror utilization. The cash disbursement capability of transportation fees via automatic teller machines (ATMs) is considered a national model.

D.C.'s Board of Election, Department of Taxation, and DMV provide data via magnetic tape to create the list of potential jurors.

#### **C.4.2.6 Juvenile Information System Records Access (JISRA)**

Based on an application in Rhode Island and consisting of 12 VSAM files, JISRA was developed over 15 years ago as a juvenile case docketing system. Over the years, a social services module was programmed into the application. The application contains demographic data on juveniles and their families on juvenile delinquency/supervision (PINS) and abuse/neglect cases. In addition, data are captured on one on-line screen for probation activities in the Social Services Division. JISRA provides the following electronic data exchanges:

JISRA sends nightly case data to JDCMIS and JDCMIS provides drug test information to JISRA.

JISRA provides a weekly tape to DMV on juvenile drug convictions.

JISRA sends a magnetic tape to the National Center for Juvenile Justice (NCJJ), a monthly hard-copy report to R&D for statistical purposes, and a monthly or by-request report to CFSA.

JISRA is a fixed format, reactive, and code-dependent application. Besides the limited event information, this application is essentially an index to the case files. The following database or programming issues were noted:

JISRA does not capture all events associated with juvenile cases, such as Juvenile probation interview reporting, hearings, and subsequent case reviews.

JISRA calculates the count of pending cases differently than the division.

While JISRA provides a number of reports, they are not useful to judicial officers and division directors.

No tickler notifications or reminders are available for adoption cases. Staff members must track elapsed time and deadlines manually.

#### **C.4.2.7 Personnel Data System (PDS)**

The Court has implemented a client-server Oracle based Human Resource Information System, provided by Personal Data Systems, to manage personnel issues.

#### **C.4.2.8 Probate Court Information System (PCIS)**

PCIS originated from an existing application obtained from a county-level court in Clearwater, Florida. The IT Division modified the application to meet The Court's needs. The 15-plus years of data resides in four primary VSAM files: Name, Case, Docketing, and Involved Persons.

#### **C.4.2.9 Probation Activity Reporting System (PARS)**

PARS is the case management application for adult probation. In 1997, the D.C. Adult Probation Department and the database were transferred to CSOSA of the federal government. CSOSA is developing new applications to replace PARS.

#### **C.4.2.10 Transactional Data Management System (TDMS)**

Developed by the IT Division in 1982, TDMS consists of three basic record types: Standard Docket Record (SDR), Address Docket Record (ADR), and Key Data Record (KDR). The application provides case tracking, docketing, calendaring, and aggregate statistical reporting.

Specific features include replicating data for linked cases, storing previous data record “snapshots” for rollback capability, maintaining attorney details, and sealing case data on various levels.—\_TDMS consists of approximately nine similar applications for the following court divisions:

Division / Branch	Application
Civil Actions	CIV
Landlord and Tenant	LNT
Small Claims	SMC
Adoptions	DRA
Domestic Relations	DRB
Mental Health/Mental Retardation	MHR
Paternity/Support	PSB
Domestic Violence	DVU
Multi-Door Dispute Resolution	MDR

In 1998, the District-wide Child Support System residing in OCC replaced the PSB application.

### C.4.3 Desk-Top Computers

There are six desktop systems. Four systems – The Court Finance and Revenue System (CFARS), Marriage Bureau Information System (MBIS), the Tax Court System, and the Multi-door Intake and Referral System (MDIRS) - reside in client-server environments.— one system, Victims Compensation, operates in a LAN environment. The Peachtree Accounting System operates in a stand-alone PC environment.

#### C.4.3.1 Marriage Bureau Information System (MBIS)

The application demonstrates programming knowledge, in MS Access, in which the IT Division and the end-users collaborated on the design of the application.—\_Data exchange consists of an ASCII file on a floppy diskette sent weekly to the Vital Records in the Health Department to report marriages.—\_The two noticeable deficiencies are slow response time and limited historical data (current to 1998 only).

#### C.4.3.2 Tax Court System

The Tax Court System is a networked system that resides on a Compaq 3000 server. The Tax Court System performs limited calendaring, notice-generation, and docketing functions for civil and criminal tax cases filed in the Tax Office of the Special Operations Division.—\_An outside

consultant developed the application using Microsoft Visual FoxPro.—The notice generation capability provides time saving efficiencies.

As for deficiencies, the application was not designed for criminal cases; therefore, certain data for tax criminal cases are not captured electronically.—Also, no electronic link exists to ATSS to verify the bar membership status of attorneys.

#### C.4.3.3 Multi-Door Intake and Referral System (MDIRS)

Residing on a PowerMac G3 server in a Mac O/S environment, this application was developed in 1992 by an outside consultant using Helix Express, an object-oriented relational database.—It performs calendaring, scheduling, and docketing functions for ADR sessions; contains data on cases and mediators and their assignments; and prints payment vouchers and a variety of standardized reports.—Figure 1 is the scheduling screen in MDIRS.

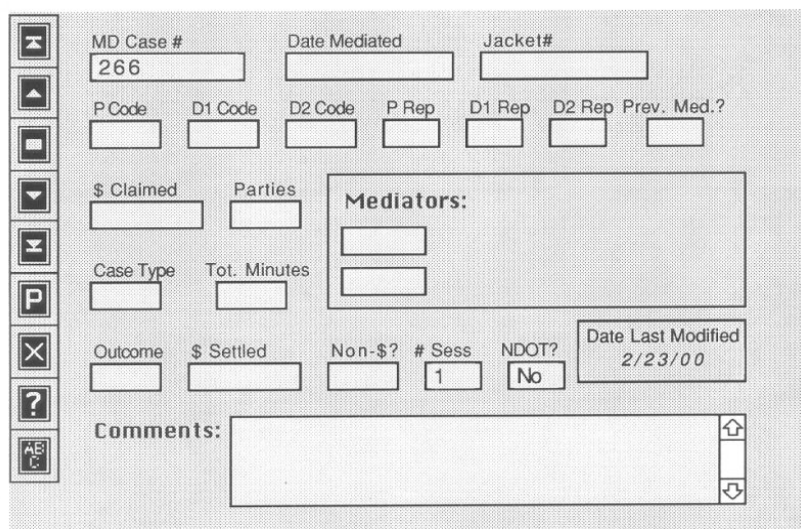


Figure 1. MDIRS Scheduling Screen

There are several aspects to MDIRS:

- It has a graphical interface;
- It maintains an online referral agency database that is updated by staff at the beginning of each calendar year;
- MDIRS has a built-in tickler capability;
- MDD staff members are able to produce their own queries and reports.

#### C.4.3.4 Court Finance and Revenue System (CFARS)

CFARS provides comprehensive support for the management of all fees, bonds, receivables and payables within The Court system.—It interfaces with the Peachtree accounting system and with other Court accounting and finance systems.

shall

#### C.4.3.5 Crime Victims Q & A Claims Software

This application originated from the Iowa Q&A claims software that was modified in 1997 for use by the Crime Victims Compensation Program under the guidance of the Office for Victims of Mentor Program.—It was designed, modified and still supported by two outside consultants from Iowa.—The Crime Victims Q&A claims application was developed in Symantec's Q&A software.—The claims management application provides automated claim number generation, letter and notice generation, user-defined code tables, and workflow ticklers.—The following database or programming deficiencies were noted:

Multi-tasking is not available when running macros.—All staff members have to exit certain files before certain macros shall run correctly.

#### C.4.3.6 Peachtree Integrated Accounting System

Operating in Windows 98 on various PC workstations, the Peachtree Accounting Software maintains The Court's general ledger; performs bank reconciliation; tracks bad check receivables, escrow, restitution, and other liability accounts; generates disbursements for refunds, revenue transmittals to treasurer, and other payables.—All Finance Offices use the software, an "off-the-shelf" accounting package.—The following database or programming deficiencies were noted:

Software is dependent on CFARS for essential data (uploaded daily);

Case numbers are used to identify individuals;

Software is not network-based, which physically restricts transactions to specific workstations.

### C.5 STATE OF CURENT BUSINESS PROCESSES

The information in this sub-section includes findings reported by the National Center for State Courts (NCSC) in the performance of their contract to The Court.—The information drawn from the NCSC report included in this section "is *not* the result of a detailed management review of all practices and procedures in each of these divisions and operations."—Instead, The Court retained the consulting firm of Booz Allen & Hamilton to conduct a full process review of The Court's major activities to establish a firm baseline for change management and business process re-engineering associated with the implementation of the Family Court Act and the facilitation of IJIS integrated case management tools.—These findings, both drawn from the NSCS review and the Booz Allen & Hamilton process evaluation, are the foundation upon which the IJIS requirements were then developed and upon which the accompanying business process re-engineering shall be based as the new IJIS system is implemented.

The detailed requirements for this effort, presented in Section C.13, were then created using industry standard Joint Requirements Development methodology and adapting the requirements question script devised by the International Function Point User Group (IFPUG), Version 5, as the basis for development.

The information in this sub-section is presented as background information to the requirements presented in Section C.13. This information shall assist the Offeror in replying to the instructions

presented in Section L and shall provide an overview of The Court's objectives in implementing an integrated case management system.

### **C.5.1 Civil Division**

The Civil Division has jurisdiction over any D.C. civil action at law or in equity other than family law matters, regardless of the amount in controversy, unless jurisdiction is vested exclusively in the federal court.—The major types of cases processed in the division include:

- Civil actions and cases in equity
- Small claims (cases valued at \$5,000 or less)
- Landlord and tenant disputes<sup>1</sup>

The Court has a sophisticated plan for managing the pace of litigation in civil actions, which has been recognized nationally as a noteworthy and effective approach to civil case flow management.

#### **C.5.1.1 Judgment Office**

Judgment orders and notices are processed manually.—The office also completes a reason for notice form for each notice. Once the notice and form are completed, copies are placed in the case jacket and the originals are sent to the data entry clerk.

Small claim case filings received through the mail account for about 70% of the workload and the remaining 30 percent are filed in person.— One full-time clerk handles mail, certified mail, and time and attendance.—The following items were noted:

- All case events are scheduled manually.
- An automated court appearance notification system is used to provide parties with their appearance dates.
- Because the branch does not have access to financial data, it cannot provide parties with information on escrow payments or other financial information.
- The Court is currently undertaking a pilot project for electronic filing utilizing the Courtlink system.

### **C.5.2 Criminal Division**

The Criminal Division is responsible for processing and adjudicating cases involving adults charged with criminal and traffic offenses.—The major types of cases are felonies, misdemeanors, special proceedings, and traffic cases.—The U.S. Attorney's Office (USAO) prosecutes felonies and serious misdemeanors.—The Office of the Corporation Counsel (OCC) prosecutes other adult matters such as violations of the D.C. municipal code and traffic violations.

#### **C.5.2.1 U.S. and D.C. Misdemeanors and Serious Traffic Cases**

The following items were noted:

- In general, police officers do not deliver Notices of Infraction (NOIs) in serious traffic cases until 2-3 weeks after arrest.

<sup>1</sup> The division also hears administrative appeals under the Merit Personnel Act, as well as appeals from the Traffic Adjudication Appeals Board.

For serious traffic cases, initial filings are received by fax from the Office of Corporate Council (OCC) and they are often difficult to read.

#### **C.5.2.2 Traffic Cases and Other Minor Offenses**

The following items were noted:

For minor traffic cases, defendants are not assigned appearance dates during the issuance of the NOIs.

Tracking “post and forfeit” traffic cases, where a defendant is released on a promise to appear or by posting bond, is a major problem.

#### **C.5.2.3 Special Proceedings Branch - Warrant Office**

The following items were noted:

The office uses Microsoft Access to track felony bench and search warrants.

The office re-enters bench warrants in the Washington Areas Law Enforcement System (WALES).

Upon receiving a felony bench warrant, the office prepares a manual transmittal form and delivers the form and the original warrant to the U.S. Marshal’s Office.—The U.S. Marshal’s Office validates the transmittal and returns the original to the Warrant Office.

U.S. Marshal’s Office provides the Warrant office with a hard-copy lock-up list.—Some of the same information is available on-line in CIS.—Also, the IT Division provides the U.S. Marshal’s Office with the list, which is generated from CIS.

#### **C.5.2.4 Crime Victims Compensation Program**

This program processes claims for compensation by victims of crime. It also handles appeals to the Board of Appeals and to the Chief Judge regarding the denial of claims.

Since victim information is not captured in CIS, it is difficult to identify the case and the defendant.

Requests for claim payment are hand delivered at least twice a week to the Financial Operations Division (FOD).—After the checks are issued by FOD, the Crime Victims Q&A claim software is updated with the check information.

#### **C.5.3 Family Division**

The Family Division processes and adjudicates juvenile and family-related matters, including juvenile delinquency and supervision cases; child abuse and neglect cases; divorce cases with related custody and financial support issues; termination of parental rights, relinquishments and adoptions; mental health and mental retardation cases; and paternity and child support cases.—On a day-to-day basis, the division interacts with the Domestic Violence Unit and the Social Services Division.

Identifying other cases involving the same child or family is difficult.

Providing monthly statistical reports to judges, court administrators, and R&D involves retrieving data from two mainframe applications (TDMS and JISRA) and re-entering that data in a desktop software application.

All branches within the Family Division maintain manual log sheets for calendar and case number assignments.

Clerks maintain manual “stop calendars” – a hand count of the number of cases scheduled for initial hearings on any particular day – as a mechanism to limit the number of hearings scheduled each day.

**C.5.3.1 Domestic Relations Branch**

The following was noted:

Adoption case processing largely involves handwritten entries on pre-printed forms.

#### C.5.3.1.1 Child Support Program

The following was noted:

The division's information system does not provide any feedback on "private" cases (non-governmental cases involving children), even though these cases interface with the Title IV-D system.

The program's computer information system is unrelated to The Court's other systems. Program staff members need information, however, about child support requirements ordered by The Court in proceedings other than those in the program.

#### C.5.3.2 Juvenile and Neglect Branch

The following was noted:

Cases in the Juvenile and Neglect Branch are scheduled manually.

Charge codes are not included on complaint forms for delinquency cases; however, case jackets are created before OCC decides to file a petition.

#### C.5.3.3 Mental Health/Mental Retardation Branch

The following was noted:

All case numbers are assigned using a manual card catalog system.

In a mental retardation case, a clerk manually prepares a list of the names and addresses of parties for the case jacket.

#### C.5.4 Social Services Division

This division is The Court's juvenile probation and child abuse department.—The division performs functions for three categories of clients:

For juveniles charged with either delinquency or status offenses: intake and diagnostic services; coordination and provision of services to court-involved families; and probation supervision through decentralized field units in the District.

For children who are physically or sexually abused, intake and diagnostic services and protective supervision.

For families in domestic relations cases, custody investigations.

The efficiency of the division's operations suffers from the limited ability to integrate probation case management records with the case management information systems (largely JISRA) in the Family Division.—In the absence of such integration, the Social Services Division must separately record and maintain information that has already been entered in JISRA, while information from the records of Social Services activities must be re-entered in JISRA.—This creates an environment with multiple points of risk, including multiple entry, considerable manual activity, and potential communications risks.

Presently, the Juvenile Drug Court Program has developed and implemented a multi-user Management Information and Case Management system. The system is a client-server database application using MS Access 2000 for the front end and SQL Server 7.0 for the backend.—The design of the database includes the ability to add interfaces for all components of The Court Social Services Division.—The tool provides for the expansion of the application to serve the probation supervision field units, the diagnostic units, probation intake and future special units

which may be developed to provide services consistent with trends in the field of social services delivery.

#### **C.5.4.1 Domestic Violence Unit**

The Domestic Violence Unit (DVU) processes civil and criminal cases that involve domestic violence.—There are four different kinds and sources of domestic violence cases (three civil and one criminal):

Any intra-family case involving requests for a civil protection order, originally filed in the Domestic Violence Unit.

Any divorce or custody case originally filed in the Domestic Relations Branch of the Family Division that is found to involve allegations of domestic violence or to have a related protection petition filed.

Any paternity or support case originally filed in the Child Support Program of the Family Division that is found to have a domestic violence issue or to have a related protection petition filed.

Any criminal offense originally filed in the Criminal Division that is found at criminal arraignment to involve domestic violence charges.

In addition to processing civil and criminal domestic violence cases, DVU enters information from bench warrants and protection orders (both temporary and civil) into WALES.—They also enter information from support and restitution payment orders into the Unisys Child Support Computer System.—Some major issues are:

Much information that could be exchanged electronically with the Adult Probation Unit must be handled manually.

Having multiple points of data entry is required in some instances, but in other instances, it creates avoidable inefficiencies.

There is duplicate data entry for domestic violence cases, both in court databases and in WALES.—For example, information entered into TDMS must be re-entered in WALES.

Same person identifiers are not used across divisions.—Identification of specific persons is complicated and sometimes impossible.—DVU staff members state that a petitioner usually does not know biographical on the alleged batterer, such as the SSN or the date of birth, or his/her permanent address.—Furthermore, they feel that using the SSN would present problems because all civil records are considered public records.

To comply with a new rule, DVU must search for related cases, both civil and criminal, for parties that come through its unit.

DVU staff members use the newly obtained ability to have two simultaneous sessions,—i.e., a screen with both CIS and TDMS available and active, to conduct court history searches.—Other improvements such as having the search results displayed from most recent to oldest events would be helpful.

In addition, the following findings specific to DVU civil and criminal cases have been made:

##### **C.5.4.1.1 Civil Protective Order Cases**

DVU needs to interact electronically with other justice partners as well as with other jurisdictions, including Prince Georges County and Montgomery County in Maryland.—Also, the unit needs to exchange data with the Child Support Program in the Family Division.

#### C.5.4.1.2 U.S. Misdemeanor Cases

Because CIS cannot capture changes in courtroom assignments for cases, DVU intentionally enters erroneous information to get an accurate calendar.

### C.5.5 Probate Division

The Probate Division oversees the administration of decedents' estates, as well as guardianships and conservatorships.—In a separate project completed for the Probate Division in early 2000, one of the members of the NCSC project team for this requirements analysis performed a detailed assessment of the business processes and information needs in that division, resulting in the preparation of an RFP.<sup>2</sup>—All of the conclusions from that effort are incorporated herein by reference.

Given the paper-intensive nature of many probate matters, the division is a natural candidate for document imaging/scanning capability.

Many documents now filed in the division have been prepared with computers and could be filed electronically.

Because the database for probate cases does not permit ad-hoc queries, the development of any statistical data not routinely generated requires special programming.

Because information from the probate database is not in a format required for monthly statistical reports, staff members must extract such information and then re-enter it in separate report format.

The number of citizens seeking information is often greater than the number of public access mainframe terminals, and the indexing mechanism in PCIS does not make it easy to find information.

Except for cases scheduled for summary hearing, PCIS cannot produce computer-generated calendars.—Court calendars are typed manually.

Data entry and maintenance involves considerable redundancy.—Probate case information is docketed in PCIS from pleadings filed with The Court, court orders and manual case jacket entries.

### C.5.6 Tax Division

The Tax Division hears civil appeals from the D.C. Government in tax matters as well as criminal prosecutions in tax matters.—Most cases involve appeals of property tax assessments by corporations doing business in the District.—In these and other civil matters (including appeals of income tax assessments and appeals of the recordation of decedents' estates), the D.C. Government is the respondent and is represented by the OCC.—Criminal tax cases involve allegations of criminal wrongdoing by businesses or individual persons and are prosecuted by the OCC.—The Tax Office of the Special Operations Division does administrative processing for tax cases.

At the initial filing, the Tax Office assigns a case number, creates a case jacket, and records the case name and case number in a manual logbook.

<sup>2</sup> See Terry L. Brown, "District of Columbia Superior Court, Probate Division, Case Management/Imaging Request for Proposals" (Denver, Co.: National Center for State Courts, Court Services Division and Technology Division, March 2000).

A party initiating a civil tax case must appear at the Tax Office, and then make payment of filing fees elsewhere and return to the Tax Office with proof of payment before the filing can be accepted.

### **C.5.7 Court-Appointed Counsel System**

The D.C. Courts' Joint Committee on Judicial Administration oversees a system to meet the legal mandate that The Court provides legal representation to persons who are financially unable to retain counsel.—Court-appointed counsel cases are processed under the supervision of the Joint Committee by two offices:

Those involving adult criminal defendants and juvenile respondents in delinquency and supervision cases are processed by the Criminal Justice Act Office of the Public Defender Service, and are referred to as "CJA" cases.

Those involving adults or children in abuse and neglect and termination-of-parental rights proceedings are processed by Counsel for Child Abuse and Neglect Office in the Superior Court's Family Division. They are called "CCAN" cases.

An application now being developed for The Court-appointed counsel system shall automate only part of this process.—It appears not to reflect a law firm industry billing standards. We have also made the following office-specific findings about the system.

#### **C.5.7.1 Criminal Justice Act (CJA) Cases**

The voucher-processing system shall capture information on CJA cases from the time of appointment.

#### **C.5.7.2 Counsel for Child Abuse and Neglect (CCAN) Office**

CCAN receives case information in hard copy from the Abuse and Neglect branch and from Social Services.—The information is captured in a database developed internally.

### **C.5.8 Judge-In-Chambers**

The office of Judge-In-Chambers is responsible for handling administrative orders, warrants, writs, and court-appointed counsel vouchers for cases that are not assigned to a specific judge, and for handling these matters after regular court hours or when the assigned judge is not available.

The handling of a large number of papers from different divisions requires care to ensure that these papers shall not be lost or otherwise not find their way back to case jackets, clerk's office file storage shelves, or assigned judges' chambers.

Frequent re-assignment of judicial officers in this office creates delays as the new judicial officer reviews cases that were previously reviewed by the outgoing officer.

### **C.5.9 Multi-Door Dispute Resolution Division**

The Multi-Door Dispute Resolution Division (MDD) provides dispute resolution services (mediation, arbitration and neutral case evaluation) in civil, small claims, family, probate, and tax cases filed in other divisions.—MDD also provides information, referral and conciliation

services to parties involved in disputes that have not yet been filed in court.—In addition, the division currently operates a pilot child-protection mediation program.

- In all referred cases, MDD re-enters case information into MDIRS, instead of receiving the data electronically from the referring division.
- MDD is involved in a constant manual exchange of papers with other divisions, especially the Civil Division.—This contributes to case jacket tracking problems and a lack of case information if a case jacket is unavailable.
- The current process for summoning parties to mediation appointments is labor-intensive and does not work as well as the postcard notice process used in the Civil Division.
- Mediation agreements are delivered in hard copy to the division for presentation to The Court.
- MDD staff members need access to TDMS to track cases more effectively, to determine if settlement agreements were accepted, and to determine owed balances on cases.
- The civil division schedules some mediation review hearings before MDD can begin mediation.—This is not cost effective since parties return before the judge to re-schedule the review hearing.—An improvement in communication among the Civil Division, assigned judicial officers, and MDD is needed.
- MDD staff members need more information on the cases before them, especially what is the type of action; when was the last court hearing; and within what timeframe should mediation be scheduled.
- Coordination of case calendars with DVU is needed.
- Stipend vouchers for payment need to be generated.

Formatted: Bullets and Numbering

### C.5.10 Special Operations

This division consists of several units that provide different services to The Court.—Among these are the Tax Office and Appeals Coordinator's Office, which perform case-processing functions. In addition, the Jurors' Office performs jury management functions for cases in which there is a right to trial by jury.—The Tax Office of the Special Operations Division processes civil and criminal tax cases brought by or against the D.C. Government.—For an assessment of the business processes in this office, see the previous assessment above of the Tax Division.

#### C.5.10.1 Appeals Coordinator's Office

The following was noted:

The notice of appeal (NOA) must be filed within 30 days of the final judgment or the docketing of the final order.

The filing of a notice of appeal requires the appellant to go to different places.—The notices are filed in the civil, criminal, family, probate or tax divisions.—The appellant submits The Court document, then goes to the finance office to pay the filing fees, and finally returns to the clerk's office to complete the filing.—Once filing is completed, each clerk's office manually prepares a docket index and forwards the notice, the index, and the case jacket to the Appeals Coordinator's Office.

Manual logs are used to track initial filing of NOA, the timeliness of appeal record assembly, and the flow of documents and case files to and from the office.

Staff members use word processing on personal computers to prepare such things as (a) document indexes to accompany appeal records; (b) letters to appellants to notify them that the appeal record is completed; (c) management reports; and (d) case monitoring reports.

**C.6 OTHER ATTRIBUTES AND CHARACTERISTICS OF EXISTING COURT APPLICATIONS**

The following tables provide additional information on the primary court applications supported by the IT Division.—For example, Table 2 compares the features of The Court’s applications to features considered as standards for today’s case management applications in NCSC’s *Automating Court Systems (1996)*.—As needed, qualifying footnotes are included for further explanation.

Court Application	Start Year	# On-site IT Support	# of Branches Supported	# of Primary Users	# of Cases /Claims (1998)	Case Number Format <sup>E</sup>
JISRA – Juvenile Information System Records Access	~1980	1	5	106	4,765	YYYYNNNNNC
TDMS – Civil Information System	1982	3	7	232	105,863	YYCCNNNNNN
CIS – Criminal Information System	1978	3	2	128	47,193	CNNNNYY
MDIRS – Multi-Door Intake and Referral System	1992	0	2	19	~8,500	N/A
PCIS – Probate Court Information System	Late 1980s	1	1	53	2,827	YYYYNNNNNN
Juror Information System	1986	1	1	10	250,707	NONE
Court Reporters System	1985	1	2	44	1,943	CNNYY
Crime Victims Q&A Software	1997	0	1	6	495	N/A
MBIS – Marriage Bureau Information System	1998	1	1	7	3,157	N/A
Tax Court System	1996	1	1	2	168	YYNNNN
CFARS – Court Finance and Revenue System	1993	1	ALL	15	~48,000	YYCCNNNNNN
Peachtree	~1996	1	ALL	15	N/A	YYCCNNNN

**Table 1.—Other Characteristics of Existing Court Applications**

**Qualifying Footnotes**

- A One IT staff member supports both **CFARS** and the **Tax Court System**.
  - B The **Crime Victims Compensation Information System** and the **MDIRS** are supported by outside consultants.
  - CIS - The primary staff support member and developer is an outside consultant.
  - C One IT staff member supports all three of the following applications: the **Court Reporters System**, the **Probate System**, and the **Personnel Data System**.
  - D Primary users include 36 court reporters and eight staff members of the Appeals Coordinator’s Office.
- <sup>E</sup>Legend for case number format column: C = Case Type; N = Case or docket number; Y = Year.

Desired Feature Court Application	Automated Scheduling/ Assignment	On- Demand Forms / Notice Generation	Tickler Capability	Automated	Automated Docket Index	Ad-Hoc Query Capability	Standard Reports
				Case/ Number Generation			
JISRA – Juvenile Information System Records Access			✓ <sub>A</sub>				
TDMS – Civil Information System	✓		✓ <sub>A</sub>		✓	✓ <sub>B</sub>	✓
CIS – Criminal Information System						✓*	✓
MDIRS – Multi-Door Intake and Referral System	✓	✓	✓	✓		✓	✓
PCIS – Probate Court Information System			✓				✓
Juror Information System					N/A	✓	✓
Court Reporters System	N/A			N/A			
Crime Victims Q&A Software		✓	✓	✓		✓	✓
MBIS – Marriage Bureau Information System	N/A	✓		✓	N/A	✓	✓
Tax Court System	✓	✓					✓

Table 2.– Standard Features Existing in Court Applications

Desired Feature Court Application	Liabilities Balances	Receivables Balances	Display Person Total Receivables History	Revenue Account Codes	General Ledger Summary	Paid Status and Due Dates
CIS – Criminal Information System		✓			N/A	✓
JISRA – Juvenile Information System Records Access	N/A				N/A	
TDMS – Civil Information System	✓	✓		✓		✓
PCIS – Probate Court Information System					N/A	
CFARS – Court Finance and Revenue System	✓	✓		✓	✓	✓
Peachtree	✓			✓	✓	

Table 3.– Standard Features (Financial)

**Qualifying Footnotes**

A JISRA and TDMS - Batch report format only, no on-line triggers.

B TDMS provides a powerful query language that users access by typing simple search criteria into the SCAN field of transactions 11 and 15 (Case/List Display) and transaction 12 (Find Name).

OLQ, an IDMS tool, is available for ad hoc report generation in CIS.–However, the tool is complicated to use and may not be suitable for the average end-user.

## C.7 CRIMINAL INFORMATION SYSTEM (CIS) INTERFACES

Interfaces include the following:

MPD/CJIS – Interface file transfer occurs dynamically every hour between The Court and MPD. – The file contains lock-up information for that day. – This is used to load defendant data in the CIS system. – A file is then transferred back to MPD, which contains the case assignment for each defendant on the lock-up list. – A nightly interface job is run which sends all data on new cases and cases updated that day.

U.S. Attorney's Office – The Court downloads a file of any new cases and updates to existing cases to a PC. – A designated person from the U.S. Attorney's office comes to The Court and downloads the file from the PC to a 3 ½" disk. – This file is an exact duplicate of the nightly MPD/CJIS interface job.

Attorney Bar – A file containing attorney information (e.g., address, phone number, etc.) on all attorneys registered with the D.C. Bar is downloaded from a 3 ½" disk and then uploaded to CIS.

Bureau of Traffic Adjudication (BTA) – A tape is received from Lockheed Martin Corporation that contains data on tickets that have been paid at BTA but were not BTA tickets. – The information is sent to The Court to determine if any court tickets were erroneously paid at their agency.

Pre-Trial Services – This data is sent to Pre-Trial Services daily via FTP and contains information on new cases and all updates to any existing cases from the previous day.

Defendant Address – This data is received from Pre-trial Services via FTP and contains updated information on defendants. – This is done on request by Superior Court.

## C.8 CURRENT PROBLEMS THE NEW SYSTEM SHOULD RESOLVE

### C.8.1 Juvenile Intake Unit

Some of the most pressing problems include delays in receiving orders (which are typically brought from The Court by attorneys), tracking referrals, tracking future dates and actions, repetitive data entry, and locating older social files from archives. – Needs expressed by the unit staff include the following:

- Maintain multiple addresses for juveniles

- Computerize social files

- Track the screening process

- Speedy transmittal of diagnostic reports

- Speedy transmittal of court orders

- Summarize dispositions in social file (reporting based on social file information)

- Easy identification of census tract information.

### C.8.2 Juvenile Diagnostic Services

Problem areas include the difficulty of maintaining schedules, getting reports back and corrected on time, obtaining detention information, data entry delays in the JISRA system, and delays in receiving court orders from the clerk's office and intake. – Needs expressed by the unit staff include the following:

Maintain electronic interview schedules  
More streamlined report preparation  
Prompt transmission of court orders from clerk's office and Intake Unit  
Access to current information in JISRA  
Easier access to criminal history and MPD record information on potential guardians  
Access to court-wide client information  
Assign cases automatically to correct census tract or geographical area upon filing  
Report tools for measuring results  
Automation of the purchase of service process.

### **C.8.3 Operations and Contracts**

Needs expressed by the unit staff include the following:

Better tracking of clients using services to ensure accountability  
Expenditure tracking  
Access to JISRA  
Access to General Services Administration information regarding such matters as invoice payments  
Provide monthly statistical reports on new cases, transfers, and other matters to the Research and Development Division  
Better tracking of interstate compact referrals and transfers.

### **C.8.4 Juvenile Drug Court**

Some of the problems identified include delays in receiving orders from the Intake Unit, unavailable warrant service and new arrests information, and the time required to prepare progress reports.—Needs expressed by the unit staff include the following:

More prompt exchange of information with presiding judge, including delivery of reports to the judge and receipt of orders from the same  
On-line referral forms  
Custody/arrest information.

### **C.8.5 Urban Services Program**

Needs expressed by the unit staff include the following:

Access to JISRA, WALES, Drug Test Management System (DTMS), and National Crime Information Center (NCIC).  
Capture electronically demographics and family history information  
Generate accurate case statistics, including assigned probation officer, case status, client residence profiles, outcomes, etc.  
Track juvenile's involvement in other social services programs and monitor compliance.

### **C.8.6 Intensive Supervision Community Probation and Electronic Monitoring (ICE)**

Needs expressed by the unit staff include the following:

Generate statistics for reporting and evaluation  
Access to social file information and client statistics  
Custody and re-arrest information

Provide information to other units regarding client status and progress.

### **C.8.7 Family Counseling Unit**

Needs expressed by the unit staff include the following:

- Capture information on client demographics, session statistics, participant information, geographic information
- Connect to police service areas for police contact information
- Custody information from penal facilities
- Obtain and maintain information on client medications, illnesses
- Access to the DHS neglect system.

### **C.8.8 Child Abuse Teams**

Major issues include the following:

- Appointment calendars and notices are manual
- Staff members indicate that returning child abuse cases may receive the same intervention, since prior court orders are sometimes unavailable to the judge during the initial hearing
- Social files in long-term storage are often difficult to retrieve.

There is an extensive requirement for exchange of information with Child and Family Services, including the need to share information about files, pending neglect cases, names of caseworkers, and placements, as well as the need to exchange various documents.—To improve their business processes, the teams need:

- On-line forms
- A directory of resources (parenting, therapeutic services)
- Prompt preparation and transmittal of orders
- Development of a social history template
- Access to CFSA system
- Transmission of reports, court orders, and memos to judges
- Transmission of orders and stipulations to the unit
- Access to federal probation database
- Access to criminal history information
- Transmission of referrals to Youth Forensic/returns of evaluations
- Internet communication between staff
- Automated calendar and noticing capability.

### **C.8.9 Probation Field Units**

Needs expressed by the unit staff include the following:

- Paperless file management (e.g., electronic social files)
- Database with client information & client tracking capability
- Automate running record
- Access to school records (grades/attendance)
- WALES access to check custody orders and warrants
- Digital imaging for client photos integrated with electronic record
- Reduce delays in interstate compact case referrals
- Obtain information from other countries on clients/immigration naturalization

Access to the CFSA System to identify caseworkers  
Access to Vital Statistics for birth and death certificate information.

#### **C.8.10 Child Guidance Clinic**

Major issues include:

- Problems related to manual tracking and scheduling of clients
- The inability to share files electronically.

To improve business processes, the clinic needs the following:

- Automated clinic files
- Automated calendar, schedule, and noticing capability
- Database inquiry to determine such things as case status, staff assignments, statistics, contacts/no-shows, and prior evaluations
- On line staff directory
- Client information exchange with Oak Hill Academy and Oak Hill detention facility.

#### **C.9 IJIS TASKS AND EXPECTED OUTCOMES**

The successful Offeror shall provide:

- A COTS software application, based on an RDBMS system, that meets the majority of the functional requirements defined below;

- A plan for providing the additional requirements that does not require changes to the core software code and shall be readily transported to updates/upgrades of the commercial product;

- The skilled labor necessary to implement the required customization of the COTS product to meet Court requirements;

- The skilled labor necessary to install and implement the COTS IJIS product, including providing training and documentation for users and administrators, such that the IJIS product is implemented in a phased process, court by court, as agreed upon between the Offeror and The Court administrators;

- The skilled labor necessary to successfully convert necessary data from appropriate legacy systems to the new system while maintaining data integrity;

- The ability to interface between the new IJIS system and legacy systems during the phase implementation to ensure continuity of operations within the overall Court system.

The objectives of the IJIS implementation are to provide an enterprise-wide, fully integrated case management system that simplifies and streamlines The Court's overall operation, eliminates stove piped systems, unifies scheduling, consolidates document management, facilitates the "one judge, one family" requirements for Family Court, improves interfaces with other key District of Columbia and other state agencies, and improves overall productivity, communication and capability within the DCSC.

#### **C.10 COURT IMPLEMENTATION ORDER**

The Court shall implement IJIS in the lower courts in the order of:

- Family Court
- Civil

Probate  
Multi-Door  
Criminal

The Abuse and Neglect application shall be the first phase of the IJIS implemented within the Family Court.—The implementation order of the remaining branches within the Family Court shall be discussed with the successful Offeror during the initial planning meeting.—The implementation order is not fixed.—The implementation order may change based upon the needs and wishes of The Court or by direction of other oversight organizations.

Efforts to conduct multiple court implementations are desirable.—However, decisions of when and how this occurs shall be determined during the course of the project as staffing is available (Offeror's and The Court's), complexity of the implementation permits, and risks remain manageable.

### **C.11 OFFEROR PROJECT TEAM, MANAGEMENT AND STAFFING**

The Offeror's staff shall primarily work at the Offeror's facilities, to be located with thirty minutes of The Court's offices located at 500 Indiana Avenue, NW, Washington, D.C.—Some of the Offeror's staff shall be required to work on-site at The Court's facilities.—Meetings and training may be conducted at The Court's primary facility or may be conducted at other offices in and around the District.

In responding to this RFP Offerors are to include a list of individuals who shall need facilities and space within The Court's offices at any time.—A 30 day advance notification shall be required if additional space is needed at The Court's facilities.

The Offeror's staff is to be under the direction of the Offeror's Project Manager (PM).—The Offeror's PM shall work with The Court's IT Division's IJIS Program Manager (CIPM) to coordinate the Offeror installation of the software, coordinate the conversion effort, schedule staff for training and coordinate The Court staff for implementation. The Offeror shall be expected to provide the CIPM with a monthly project plan update.

The Court shall have a Project Manager assigned to this project who shall work with the Offeror's Project Manager to coordinate the installation of the software, conversion efforts, staff training schedule and implementation.

#### **C.11.1 Project Management Activities**

Offeror's Project Management Process Groups shall provide the following, but not limited to, the duties identified below:

- C.11.1.1 Initiating Processes - Recognizing that a project or phase should begin and committing to do so.
- C.11.1.2 Planning Processes - Devising and maintaining a workable scheme to accomplish the business needs that the project was undertaken to address, and that all plans and processes conform to the standards established by The Court's System Engineering Life Cycle.

- C.11.1.3 Executing Processes - Coordinating people and other resources to carry out the plan.
- C.11.1.4 Controlling Processes - Ensuring that project objectives are met by monitoring and measuring progress and taking corrective action when necessary.
- C.11.1.5 Risk Management Processes – Ensuring that project objectives are not threatened by performance or other factors that could have been managed.
- C.11.1.6 Quality Assurance Processes – Ensuring that the quality of performance meets all standards and that the quality of service is reliable, repeatable and meets customer expectations through the use of qualitative evaluation (metrics).
- C.11.1.7 Configuration Management Processes – Ensuring that the configuration management of the system conforms to the CM standards of The Court.
- C.11.1.8 Change Management Processes – Ensuring that all appropriate evaluations of impact on the overall Enterprise Architecture are conducted appropriately, that plans for an orderly transition are formulated and implemented, that business process changes are reviewed and approved by appropriate Court officers, and that user training is available and provided as needed.
- C.11.1.9 Closing Processes: - Formalizing acceptance of the project or phase and bringing it to an orderly end.
- C.11.1.10 Examination - The Contractor shall provide proof of successful examination completion of the project Manager by including the certificate in addition to a detailed description of the examination process.

### **C.11.2 Resource Management**

The Offeror CANNOT substitute project staff to work on this project without prior written consent of The Court Project Manager and the IT Director.— Each Offeror shall specify, in each resume, the approximate number of hours each person shall spend working on this project.

### **C.11.3 Project Plan and Reporting**

- C.11.3.1 The Offeror shall develop a project plan, which details all of the events, activities, milestones, and deliverables of the project over its projected life, including phased implementation of each element within the IJIS.
- C.11.3.2 The project plan shall include projected activities, milestones, deliverables and staffing for all fixed-price activities, including customization of the software and conversion of the legacy data.
- C.11.3.3 The project plan shall include projected staffing for each non-fixed price activity, such as additional system engineering tasks.
- C.11.3.4 The Offeror shall submit its responses to the System Release Information, Attachment J-9.
- C.11.3.5 The Offeror shall submit its responses to the Support and Maintenance questionnaire, Attachment J-10.

- C.11.3.6 The Offeror shall submit its responses to the Training Recommendations Form, Attachment J-12.
- C.11.3.7 The Offeror shall submit a sample of each Standard report provided by the base system.
- C.11.3.8 The Offeror shall provide The Court's Project Manager with a regular project update, including:
- Weekly status reports
  - Monthly formal status reports
  - Report of performance measures for the month
  - Projected vs. actual performance on each task
  - Estimated effort to complete on each task
  - Project vs. actual "burn rate" for labor and other resources
  - Any problems encountered and steps taken to resolve those problems
  - Testing results and recommendations
  - QA review results and recommendations
  - CM review and updates
  - Change management plans and status
  - Update of risk management plans
  - Planned activities for the coming month.

#### **C.11.4 Staffing Requirements**

##### **C.11.4.1 Staff skills and expertise**

The Offeror shall submit documentation of the staff's expertise, knowledge and experience as specified below:

The Key Personnel Information forms (Refer to Attachment J-6) for all potential project personnel and proposed staff that meet the requirements of this RFP.

Supporting documentation for the Project Manager's qualifications requirements as follows:

A current resume/curriculum vitae detailing work experience and educational background (please provide the name and complete address for all employers and schools attended).

A copy of diploma or transcript for baccalaureate or equivalent university degree.

##### **C.11.4.2 Staff Qualifications**

The Offeror's **Project Manager** must have a minimum of a PMI certification for project management.—The Offeror's Project Manager must also have experience in the implementation of similar COTS systems and successfully completed projects using the COTS software offered in response to this Request for Proposal.—If the Offeror decides to submit another form of certification for the Offeror's Project Manager, as a minimum, the designated Project Manager must satisfy one of the educational and experience requirements stated in the following categories:

Category 1- The candidate has a baccalaureate or equivalent university degree and a minimum of 4,500 hours of project management experience within the process groups mentioned in C.11.3.—The number of hours must total at least 4,500 hours and the project dates must indicate that the candidate has at least three years of project management

experience within the last six years. Candidates must indicate at least 36 unique (non-overlapping) months of project management experience to satisfy the three-year requirement. Category 2—The candidate does not have a baccalaureate or equivalent university degree but has a high school diploma or equivalent secondary school credential, and has a minimum of 7,500 hours of project management experience within the process groups mentioned in paragraph C.11.3.—The number of hours must total at least 7,500 hours and the project dates must indicate that the candidate has at least five years of project management experience within the eight years. Candidates must indicate at least 60 unique (non-overlapping) months of project management experience to satisfy the five-year requirement.

### C.12 EQUIPMENT

This is not a RFP to purchase equipment.—The Court shall provide the equipment the package shall be installed on.—A description of the equipment necessary to house and operated the package should be included with the proposal (See Section L).

### C.13 ACTIVITIES REQUIRED TO IMPLEMENT IJIS

The work the Offeror shall undertake to provide a successful implementation of IJIS is:

- Install the selected COTS package and customize the package as needed to meet the requirements.
- Develop tests that document the successful implementation of the package.—See the later presented sub-section on Testing.
- Conversion of legacy data to IJIS data.
- Provide training to the designated Court staff.

Formatted: Bullets and Numbering

#### C.13.1 Requirements

The following requirements are those the COTS package is to perform, either in its original state or through customizing. This list of requirements will be used to evaluate the submitted proposals. It is possible new requirements may be identified during the implementation of individual courts. If new requirements are identified The Court will review them with the Offeror and actions to take mutually agreed upon. The list of requirements covers all courts. Some requirements may be necessary for all courts while a single court or group of courts needs only a sub-set of the requirements. Therefore not all requirements need to be present during the implementation of the first court, the Abuse and Neglect Court within the Family Court. But any requirement needed by a court must be present before the package is installed for that court.

The Offeror's proposed system shall satisfy or exceed the requirements stated in this RFP. Requirements shall not be considered as optional or desirable unless specifically stated as such. Preference will be given to any system that can demonstrate compliance with the National Center for State Courts (NCSC) standards as cited at their Web-site, <http://www.ncsconline.org>.

Exhibit C.13-1 presents the high level functional sets included within the detailed requirements.

**Exhibit C.13-1 IJIS Functionality Sets**

Category / Sub Category	Feature	Source
<b>1.1 Case Initiation</b>		
	The system shall allow the entry and maintenance of all Case related information and artifacts.	Best Practice
	The system shall allow the use of multiple legacy Case numbering schemes.	Stakeholder Request – Multiple Branches
	The system shall allow the E-Filing of cases.	Stakeholder Request – Multiple Branches
	The system shall allow notification to interested parties of Case initiation.	Stakeholder Request – Courts and External Agencies Best Practices
<b>1.2 Case Processing</b>		
	The system shall support Civil Court Case processing.	DC Code Superior Court Rules – Civil Division
	The system shall support Criminal Court Case processing	DC Code Superior Court Rules – Criminal Division
	The system will support Probate Court Case processing.	Superior Court Rules-Probate Division D.C. Code
	The system shall support Family Court Processing	Family Court Act
	The system shall support Case consolidation.	Family Court Act Domestic Violence Rule
	The system shall allow the tracking of Cases that are assigned to diversion programs.	Best Practice Stakeholder Request Multiple Branches and Multi-door Family Court Act Domestic Violence Rule
	The system shall allow tracking of multiple Cases by individual participant.	Family Court Act Domestic Violence Rule Best Practice Stakeholder Request – Multiple Branches and external agencies
	The system shall allow secure distributed Case participation via the Internet.	Stakeholder Request – Multiple Branches and External agencies Best Practice
	The system shall allow for differential Case management.	Family Court Act Domestic Violence Rule
<b>1.3 Schedule Management</b>		
	The system shall allow the scheduling of Case events based on statute and court rule.	DC Code Superior Court Rules Family Court Act Domestic Violence Rule

Category / Sub Category	Feature	Source
	The system shall allow the scheduling of future events based on Case type.	DC Code Superior Court Rules Stakeholder Request Multiple Branches
	The system shall allow the management of interdependent events.	Family Court Act Domestic Violence Rule Stakeholder Request – Courts and External Agencies
	The system shall allow automatic scheduling of events.	Stakeholder Request – Courts and External Agencies DC Code Superior Court Rules
<b>1.4 Calendar Management</b>		
	The system shall provide a multi dimensional calendar management.	Stakeholder Request – Courts and External Agencies
	The system shall allow the management of judges' calendars.	Stakeholder Request – Multiple Branches
	The system shall allow the management of resource calendars.	Stakeholder Request – Multiple Branches Family Court Act DC Code
	The system shall allow the management of Case calendars.	Family Court Act DC Code
	The system shall allow calendars to be viewed by interested parties.	Stakeholder Request – Multiple Branches
<b>1.5 Record Keeping</b>		
	The system shall allow management of all records pertaining to a Case.	Best Practice
	The system shall allow maintenance of Social File data.	Family Court Act
	The system shall allow Internet access to records pertaining to a Case.	Stakeholder Request – Multiple Branches and External Agencies
	The system shall allow archive management of records.	DC Code Superior Court Rules
	The system shall allow records to be sealed or expunged.	DC Code Superior Court Rules
	The system shall allow for the management of physical items associated with a Case.	Best Practice
<b>1.6 Document Management</b>		
	The system shall allow the capture and management of all documents relating to a Case.	Family Court Act Stakeholder Request – Multiple Branches

Category / Sub Category	Feature	Source
	The system shall allow the generation of all Case related documents.	Best Practice Stakeholder Request - Multiple Branches
	The system shall allow rules based document workflow.	Family Court Act Stakeholder Request – Multiple Branches
	The system shall allow the design and development of document workflow.	Family Court Act Stakeholder Request – Multiple Branches
	The system shall allow workflow tracking.	Stakeholder Request – Multiple Branches
<b>1.7.1 Accounting: Account Reconciliation</b>		
	The system shall allow all accounts to be reconciled prior to posting.	Stakeholder Request –Financial Operations
	The system shall allow third party accounts to be reconciled.	Stakeholder Request –Financial Operations
	The system shall allow multiple trial balances.	Stakeholder Request –Financial Operations
<b>1.7.2 Accounting: Accounts Receivable</b>		
	The system shall allow the allocation of all funds received to the appropriate Case.	DC Code Stakeholder Request –Multiple Branches Financial Operations
	The system shall allow the management of collections for funds owed.	Stakeholder Request – Multiple Branches and Financial Operations
	The system shall allow the transmission of payment information from third party payment systems.	Stakeholder Request –Financial Operations
	The system shall allow payments to be associated with a Case.	Best Practice Stakeholder Request – Multiple Branches and Financial Operations
<b>1.7.3 Accounting: Accounts Payable</b>		
	The system shall allow the management of vouchers for payment.	Stakeholder Request – Multiple Branches and Financial Operations
	The system shall allow compliance to the Prompt Payment Act.	DC Code
<b>1.7.4 Accounting: Compensation and Restitution Management</b>		
	The system shall allow management of court ordered restitution and compensation.	DC Code Crime Victims Compensation Program
<b>1.7.5 GAAP Standards</b>		
	The system shall comply with GAAP standards for governmental entities.	
	The system shall allow integration of financial activities associated with a Case into the Case file.	Stakeholder Request – Multiple Branches and Financial Operations

Category / Sub Category	Feature	Source
	The system shall allow the management of bonds deposited with The Court.	Best Practice Stakeholder Request – Multiple Branches and Financial Operations
<b>1.8 Reporting: Scheduled Standard Reports</b>		
	The system shall allow for the automatic scheduling and generation of reports.	Best Practice Stakeholder Request – All
	The system shall allow for the generation of on demand reports.	Stakeholder Request – All
	The system shall allow for the generation of operational metrics.	DC Code Stakeholder Request - All Voluntary Compliance with GPRA (Government Performance Reporting Act)
	The system shall allow for the generation of informational reports.	DC Code Stakeholder Request - All Voluntary Compliance with GPRA (Government Performance Reporting Act)
	The system shall allow for the generation of statistical analyses.	DC Code Stakeholder Request - All Voluntary Compliance with GPRA (Government Performance Reporting Act)
	The system shall allow for the generation of ad hoc reporting.	Stakeholder Request – All
<b>1.9.1 Security: Application</b>		
	The system shall maintain security.	DC Code Superior Court Rules
	The system shall allow role-based security.	DC Code Superior Court Rules
	The system shall allow rules based security.	DC Code Superior Court Rules
	The system shall provide complete audit capability.	DC Code Superior Court Rules Best Practice
	The system shall allow public access to public data.	Best Practice Stakeholder Request – Council for Court Excellence
<b>1.9.2 Security: External Environment</b>		
	The system shall allow secure operation in an Internet environment	DC Code Superior Court Rules
<b>1.10.1 Third-Party: Integration of processes</b>		

Category / Sub Category	Feature	Source
	The system shall support third party involvement into processes and workflow.	Family Court Act Stakeholder Request – External Agencies
<b>1.10.2 Third-Party: Interface of systems</b>		
	The system shall provide or allow the creation of bi-directional interfaces with third party systems.	Family Court Act Stakeholder Request – External Agencies
<b>1.10.3 Third-Party: Reporting</b>		
	The system shall allow for third party reporting.	Stakeholder Request – Council for Court Excellence

**C.13.1.1 Functional Requirements**

The specific functional requirements defined for the IJIS system, including the priority assigned to the function are shown in Exhibit C.13-2. In the requirements a distinction is made between the specific systematic requirements and the total solution requirements. In the requirement texts the term system refers to the automated aspects of the IJIS. The term solution refers to the supporting processes as well as the automated portion of the IJIS. In general it is understood that any automated solution has specific processes derived from the underlying model of that solution. The IJIS implementation is not be viewed as a reengineering project but there is an understanding that processes will be modified as necessary during the implementation to take full advantage of the solution.

**Exhibit C.13-2 Functional Requirements**

Requirements	Priority
<b>1.0: Functional Requirements</b>	High
<b>1.1: Case Initiation</b>	High
Case Initiation	
<b>1.1.1: Case data</b>	High
The solution shall allow the entry and maintenance of all Case related information and artifacts.	
<b>1.1.1.1: The solution shall collect all jacket data.</b>	High
<b>1.1.1.2: The solution shall collect all docket data.</b>	High
<b>1.1.1.3: The solution shall collect ward and census tract information for juveniles.</b>	High
<b>1.1.1.4: The system shall allow tracking of all Case numbers for an action.</b>	High
<b>1.1.1.5: The system shall calculate court fees.</b>	High
<b>1.1.1.6: The system shall track court fee payment.</b>	High
<b>1.1.1.7: The system shall not allow the Case to proceed unless the fees have been paid.</b>	High
<b>1.1.1.8: The solution shall accept e-filing documents and Case data.</b>	High
<b>1.1.1.9: The solution shall allow for an electronic copy of all forms and documents associated with a Case to be stored with the Case.</b>	High
<b>1.1.1.10: The system shall allow printing Case jacket information on demand.</b>	High
<b>1.1.1.11: The system shall allow printing Case docket information on demand.</b>	High
<b>1.1.1.12: The solution shall allow printing of bar code information on demand.</b>	High
<b>1.1.1.13: The system shall allow for the generation of a paper copy of all Case forms and documents created electronically.</b>	High
<b>1.1.1.14: The solution shall allow all data associated with a Case to be viewable from inquiry screens.</b>	High
<b>1.1.1.15: The solution shall allow the Court to limit the number of Cases an individual can file.</b>	High
<b>1.1.1.16: The solution shall allow a matter to be entered into a diversion program at initiation. The solution needs to support matters that enter into diversion programs that do not become cases.</b>	High

Requirements	Priority
1.1.1.17: The solution shall allow records to be created for ADR (Alternative Dispute Resolution - mediation) where no Case has been filed.	High
<b>1.1.1.18: Assignmnet of Judge</b> The system shall require a judge be assigned to a Case.	High
1.1.1.18.1: The system shall allow the creation provide or allow the creation of rules to assign a Case to a judge.	High
1.1.1.18.2: The system shall allow the creation provide or allow the creation of rules to assign a Case to other participants and resources.	High
1.1.1.19: The system shall require a calendar be assigned to a Case.	High
1.1.1.20: The system shall allow all data views to be printed as reports.	Medium
<b>1.1.2: Case Numbering</b> The system shall allow the use of multiple legacy Case numbering schemes.	High
1.1.2.1: The system shall generate and assign unique identifying numbers for each Case.	High
1.1.2.2: The system shall generate a unique Case number based on the legacy numbering scheme for each Case based on Case type.	High
<b>1.1.3: E-Filing of Cases</b> The solution shall allow the distributed Case initiation via the Internet.	High
1.1.3.1: The solution shall allow a Case to be initiated via the Internet. The current court standard is CourtLink.	High
1.1.3.2: The solution shall allow assignment of participants' role at Case initiation.	High
<b>1.1.4: Case notification</b> The solution shall allow notification to interested parties of Case initiation.	High
1.1.4.1: The solution shall allow notification to a probation officer of a juvenile's re-arrest.	High
1.1.4.2: The solution shall allow notification to servicing agencies of a protection order.	High
1.1.4.3: The solution shall allow notification to servicing agencies of bench warrants.	High
<b>1.2: Case Processing</b>	High
<b>1.2.1: Civil Court</b> The solution shall support Civil Court Case processing.	High
1.2.1.1: The system shall allow for the batch filing of Cases.	High
1.2.1.1.1: The system shall assign unique numbers for each Case in the batch.	High
1.2.1.2: The system shall allow the Court to create a rule limiting the number of batch Cases filed.	High
1.2.1.3: The system shall provide or allow the creation of a view listing the number of small claims petitions filed by a selected individual for a selected timeframe.	High
1.2.1.4: The system will allow dispositions to be entered as partial or final.	High
1.2.1.5: The system will allow identification of the last final disposition.	High
1.2.1.6: The solution will notify Parties to a Case of dispositions.	High
1.2.1.7: The system shall allow for the intiation of individual cases.	High
<b>1.2.2: Criminal Court</b> The solution shall support Criminal Court Case processing	High
1.2.2.1: The system shall provide or allow the creation of a view listing an individual's record of conviction.	High
1.2.2.2: The system shall provide or allow the creation of a selection of cases by victim.	High
1.2.2.3: The solution will allow maintenance of victim data.	High
1.2.2.3.1: The system shall allow the assessment of restitution due to the victim.	High
1.2.2.3.2: The solution shall provide or allow the creation of a view listing awards made to the victim from the Crime Victims Compensation Fund.	High
1.2.2.3.3: The solution shall provide or allow the creation of notification to the victim of the Crime Victims Compensation Program (CVCP).	High
1.2.2.3.4: The solution shall provide or allow the creation of a notification to detention facilities of assessments due Crime Victims Compensation Program.	High
1.2.2.4: The solution shall provide or allow the creation of a link to police reports by victim name.	High
1.2.2.5: The solution shall provide or allow the creation of a link to police reports by Central Crime Number.	High
<b>1.2.3: Probate Court</b> The solution will support Probate Court Case processing.	High
1.2.3.1: The system will allow tracking of the probate request notice.	High

Requirements	Priority
1.2.3.2: The system shall provide or allow the generation of notices based on activity and user defined rules.	High
1.2.3.3: The system shall provide or allow the creation of rules for the generation of probate notices.	High
1.2.3.4: The system shall maintain data unique to probate processing (date of death, place of death, inventory value).	High
1.2.3.5: The solution shall support inventory processing.	High
1.2.3.6: The system shall maintain claimant information.	High
1.2.3.7: The system shall calculate total amount of claims filed.	High
1.2.3.8: The system shall allow tracking of all required probate information a fiduciary must file (ex. accounts, reports, pleading and motions).	High
<b>1.2.4: Family Court</b> The solution shall support Family Court Processing	High
1.2.4.1: The system shall support the One Family, One Judge requirement.	High
1.2.4.1.1: The solution shall provide or allow the creation of family relationships between individuals in the system.	High
1.2.4.1.2: The system shall allow reassignment of existing cases in other courts to the Family Court.	High
1.2.4.1.3: The system shall allow the grouping of cases based on the family relationship.	High
<b>1.2.4.2: Juvenile and Neglect</b> The system shall support Juvenile and Neglect Case Processing	High
1.2.4.2.1: The system shall maintain data for Juvenile Cases.	High
1.2.4.2.1.1: The system shall track assignment of guardian ad litem.	High
1.2.4.2.1.2: The system shall track certification of case to criminal court.	High
1.2.4.2.1.3: The system shall track order of social study.	High
1.2.4.2.1.4: The system shall track formally adjusted cases not involving detention.	High
1.2.4.2.1.5: The system shall track recommendation of a juvenile probation officer. This data is part of the running record in the Social File.	High
1.2.4.2.2: The system shall provide or allow the creation of a view listing abuse and neglect cases two or more years old.	High
1.2.4.2.3: The system shall provide or allow the creation of a view listing cases in shelter care for more than 15 months.	High
1.2.4.2.4: The system shall track title IV-D classification for child support.	High
1.2.4.2.5: The solution shall maintain information on placement facilities.	High
1.2.4.2.6: The solution shall allow for creation and maintenance of Referral organizations.	High
1.2.4.2.7: The solution shall provide or allow for the creation of evaluation data on referral organizations.	High
1.2.4.2.8: The solution shall provide or allow the creation of a view listing referral organizations.	High
1.2.4.2.9: The solution shall provide or allow the creation of the ability to match a juvenile record with referral organizations.	High
1.2.4.2.10: The solution will provide or allow the creation of rules for matching a juvenile record to referral organizations.	High
1.2.4.2.11: The solution shall allow maintenance of post-case activities.	High
1.2.4.2.12: The solution will allow tracking of post-case activities.	High
1.2.4.2.13: The system shall maintain juvenile and neglect case disposition.	High
1.2.4.2.14: The solution shall track post disposition activities.	High
1.2.4.2.15: The system shall calculate the juvenile termination of jurisdiction date based on age or date of disposition order.	High
1.2.4.2.17: The solution shall allow for tracking of Juveniles placed in other states.	High
1.2.4.2.18: The solution shall allow for tracking of Juveniles placed in DC from other states.	High
<b>1.2.4.3: Neutrals</b> The solution shall allow support for Neutral participation in a Case.	High
1.2.4.3.1: The system shall allow maintenance of Neutral data.	High
1.2.4.3.2: The system shall allow tracking of payments to Neutrals.	High
1.2.4.3.3: The system shall allow generation of periodic vouchers to Neutrals based on quantity and type of activities performed.	High
1.2.4.3.4: The solution shall allow maintenance of Neutral's pro bono time requirements.	High

Requirements	Priority
<b>1.2.4.6: Domestic relations</b> The solution shall support Domestic Relations Cases.	High
1.2.4.6.1: The system shall allow for the maintenance of Family Violence Indication.	High
1.2.4.6.2: The system shall allow clearing bench warrants.	High
1.2.4.6.3: The solution shall notify interested parties when an individual is detained and has an outstanding bench warrant.	High
1.2.4.6.4: The system shall allow waiving fees for indigent individuals.	High
1.2.4.6.5: The system shall support certification of an individual as indigent.	High
<b>1.2.4.7: Drug Court</b> The solution shall support Drug Court	High
1.2.4.7.1: The solution shall allow referral to Drug court.	High
1.2.4.7.2: The system shall allow creation and maintenance of drug court information.	High
1.2.4.7.3: The system shall allow tracking Drug test results.	High
1.2.4.7.4: The system shall allow tracking all Drug Court Activities on the Social File running record.	High
1.2.4.7.5: The system shall allow the generation of rosters of individuals scheduled for meetings.	High
1.2.4.7.6: The system shall allow the maintenance of meeting attendance information.	High
<b>1.2.4.8: Paternity and Child Support</b> The solution shall support Paternity and Child Support cases.	High
1.2.4.8.1: The system shall assign a unique Person Identification Number for all parties to the case.	High
1.2.4.8.2: The system shall allow for tracking and processing requests for protection.	High
1.2.4.8.3: The system shall require a petition to open a case.	High
1.2.4.8.4: The system shall support complex familial relationships.	High
1.2.4.8.5: The system shall maintain terms of child support.	High
<b>1.2.5: Case Consolidation</b> The solution shall support Case consolidation.	High
1.2.5.1: The system shall allow Cases to be consolidated.	High
1.2.5.2: The system shall allow Cases to be grouped by individual participant.	High
1.2.5.3: The system shall allow grouped Cases to be assigned to a single judge.	High
1.2.5.4: The system shall allow grouped Cases to be tracked separately.	High
1.2.5.5: The system shall allow grouped Cases to coordinate schedules.	High
1.2.5.6: The system shall allow for a single entry point for entering disposition and detailed sentence for each charge on consolidated Cases.	High
1.2.5.7: The system shall allow for a single entry point for maintenance of data common to all Cases in a group.	High
<b>1.2.6: Diversion Programs</b> The solution shall allow the tracking of Cases that are assigned to diversion programs.	High
1.2.6.1: The system shall allow tracking of Cases assigned to diversion programs.	High
<b>1.2.7: Participant Tracking</b> The system shall allow the tracking of multiple Cases by individual participant. This means an index displaying all cases and matters with which an individual has some involvement.	High
1.2.7.1: The system shall provide a view listing all Cases associated with an individual.	High
1.2.7.2: The system shall provide a view listing all Cases associated with an address.	High
1.2.7.3: The system shall provide a view listing all individuals associated with an address.	High
1.2.7.4: The system shall provide a link to all Cases listed.	High
<b>1.2.8: Internet Access</b> The solution shall allow secure distributed Case participation via the Internet.	High
1.2.8.1: The solution shall provide Case access to interested parties via the Internet.	High
1.2.8.2: The solution shall provide security to Case data based on an individual's role in that Case.	High
<b>1.2.9: Related Case Management</b> The solution shall allow for differential Case management.	High
1.2.9.1: The system shall allow for Cases to be assigned and scheduled by track.	High
1.2.9.2: The system shall allow Cases to be managed differently based on track.	High
1.2.9.3: The system shall allow user definition of Case management schedules based on track.	High
<b>1.2.10: Mediation and Arbitration</b> The solution shall maintain mediation/arbitration information.	High
1.2.10.1: The solution shall maintain parties' scheduling preferences.	High

Requirements	Priority
1.2.10.2: The system shall maintain multiple telephone numbers for an individual with an identifier as to the type of number. Example (home, work, cell, beeper, fax, emergency contact, etc).	High
1.2.10.3: The system shall maintain notes and history fields.	High
1.2.10.4: The system shall maintain confidential domestic violence screening questions and fields.	High
1.2.10.5: The system shall maintain problem and issue categories.	High
1.2.10.6: The system shall maintain property categories.	High
1.2.10.7: The system shall maintain ADR options.	High
1.2.10.8: The system shall maintain case manager/staff assigned to case.	High
1.2.10.9: The system shall maintain parties' income, employment information, and other descriptive fields.	High
<b>1.3: Schedule Management</b> Schedule Management	High
1.3.1: The solution shall allow the scheduling of Case events based on statute and court rule.	High
1.3.1.1: The system shall support the Court's rule that specified time periods of 10 days or less are business days and specified time periods of more than 10 days are straight time.	High
1.3.1.2: The system shall allow Juvenile Cases to be scheduled within 24 hours of being initiated.	High
<b>1.3.1.3: Juvenile Case Timeframes</b> The system shall support Juvenile case time restrictions.	High
1.3.1.3.1: The system shall support scheduling a hearing within 24 hours if the juvenile is detained.	High
1.3.1.3.2: The system shall support scheduling an intake interview within 4 days of incident if not detained.	High
1.3.1.3.3: The system shall support scheduling an initial hearing within 10 days of arrest.	High
1.3.1.3.4: The system shall support scheduling an interview within 10 days of Probation Order.	High
<b>1.3.1.4: Paternity &amp; Child Support Timeframes</b> The system shall support Paternity and Child Support time restrictions.	High
1.3.1.4.1: The system shall support scheduling an initial hearing within 45 days of receipt of petition.	High
1.3.1.4.2: The solution shall support timeline for answering motions (10 days or 13 days if sent by mail).	High
1.3.1.4.3: The solution shall allow payments to be distributed 2 business days after receipt.	High
1.22.1.4.4: The solution shall allow notices to be sent to non-compliant employers at 30 and 60 days.	High
<b>1.3.1.5: Adoption Timeframes</b> The system shall support Adoption activity time restrictions.	High
1.3.1.5.1: The system shall support scheduling an interim report within 21 days of judge's orders.	High
1.3.1.5.2: The system shall support scheduling a final report within 90 days of judge's orders.	High
1.3.1.5.3: The system shall support the 6month custody prior to adoption.	High
1.3.1.5.4: The system shall support the response to complaint rule of 20 days.	High
<b>1.3.1.6: Drug Court Timeframes</b> The system shall support Drug Court time restrictions.	High
1.3.1.6.1: The solution shall support scheduling the Substance Abuse Screening Inventory (SASI) before the first hearing (within 10 days).	High
1.3.1.6.2: The system will support completing an assessment within 45 days of orientation.	High
1.3.1.6.3: The system shall support scheduling the status hearing within 10 days of initial hearing.	High
1.3.1.6.4: The system shall support scheduling hearings based on Phase (ex. Phase 1 - every 2 weeks, Phase 2 - every month).	High
<b>1.3.2: Scheduling Rules</b> The system shall allow the scheduling of future events based on Case type.	High
1.3.2.1: The system shall allow user creation of scheduling rules.	High
1.3.2.2: The system shall allow the association of scheduling rules with Case types and events.	High
1.3.2.3: The solution shall provide or allow the creation of Case templates with standard events and scheduling rules to be used at Case initiation.	High
1.3.2.4: The system shall allow user creation of rules based scheduling of events.	High
1.3.2.5: The system shall validate manual scheduling of events against user developed rules.	High
1.3.2.6: The solution shall allow users with proper authority to override scheduling rules.	High
1.3.2.7: The system shall allow for the tracking of prerequisites for an event.	High
1.3.2.8: The system shall notify participants when prerequisites for an event have not been met.	High

Requirements	Priority
1.3.2.9: The system shall provide a listing of Cases with outstanding prerequisites.	High
1.3.2.10: The system shall allow automatic scheduling of events.	High
<b>1.3.3: Scheduling Interdependent Events</b> The solution shall allow the management of interdependent events.	High
1.3.3.1: The system shall allow rescheduling Cases due to workload.	High
1.3.3.2: The system shall allow coordinated scheduling of grouped Case events.	High
1.3.2.4.1: The system shall allow user creation of scheduling rules based on judges' calendar.	High
1.3.2.4.2: The system shall allow user creation of scheduling rules based on Case calendar.	High
1.3.2.4.3: The system shall allow user creation of scheduling rules based on resource calendar.	High
1.3.2.4.4: The system shall allow user creation of scheduling rules based on statute or regulatory requirements.	High
1.3.2.4.5: The system shall allow user creation of scheduling priority rules based on Case type.	High
1.3.2.4.6: The system shall allow user creation of judicial scheduling rules based on Case type.	High
1.3.2.4.7: The system shall allow user creation of scheduling rules based on participant.	High
1.3.2.4.8: The system shall provide the means to resolve scheduling conflicts that result from the application of multiple rules.	High
1.3.2.10.1: The system shall suggest a schedule for future events based on rule and participant availability.	High
1.3.2.10.2: The system shall allow the ability to schedule future events based on the outcome of earlier events.	High
1.3.2.10.3: The system shall allow prerequisites to be attached to future events.	High
1.3.2.10.4: The system shall allow for the rescheduling of events based on a change to any one dimension of the calendar.	High
1.3.2.10.5: The system shall allow scheduling of multiple events with multiple participants.	High
1.3.2.10.6: The system shall allow entering stays to prevent scheduling of events.	High
<b>1.4: Calendar Management</b> Calendar Management	High
1.4.1: The solution shall provide a multi dimensional calendar management.	High
1.4.1.1: The solution shall allow the user to select dimensions for which a calendar can be managed.	High
1.4.1.2: The system shall coordinate scheduling events across calendar dimensions.	High
1.4.1.3: The system shall allow display of multiple calendars.	High
1.4.1.4: The system shall allow on demand printing of a calendar view.	High
1.4.1.5: The system shall allow calendar events be highlighted based on user defined rules.	High
1.4.1.6: The system shall allow mass updates to the calendar.	High
1.4.1.7: The system shall allow rollbacks on mass updates.	High
1.4.1.8: The system shall allow calendar events to be recorded on Case docket.	High
1.4.1.9: The system shall allow the reason for calendar change to be tracked.	High
1.4.1.10: The system shall allow notification of Case participants of calendar changes.	High
<b>1.4.2: Judicial Calendar</b> The system shall allow the management of judges' calendars.	High
1.4.2.1: The system shall allow the judges to maintain a private view of their calendar.	High
1.4.2.2: The system shall allow a judge's calendar to be associated with a resource (a specific courtroom for example).	High
1.4.2.3: The system shall allow a judge's calendar be associated with a specific Case type (domestic violence for example).	High
1.4.2.4: The system shall allow part, or a judge's entire calendar to be assigned to another judge	High
<b>1.4.3: Resource Calendar</b> The system shall allow the management of resource calendars.	High
1.4.3.1: The system shall allow part, or a resource's entire calendar to be reassigned to another calendar.	High
1.4.3.2: The system shall allow a resource calendar to be associated with a judge.	High
1.4.3.3: The system shall allow a resource calendar be associated with a specific Case type.	High
<b>1.4.4: Case Calendar</b> The system shall allow the management of Case calendars.	High
1.4.4.1: The system shall allow a Case calendar to be associated with a judge.	High
1.4.4.2: The system shall allow a Case calendar be associated with a specific resource.	High

Requirements	Priority
1.4.4.3: The system shall allow the coordination of the calendars of all participants in a Case.	High
1.4.4.4: The system shall allow tracking of no shows by Case participants	High
<b>1.4.5: Calendar View</b> The system shall allow calendars to be viewed by interested parties.	High
1.4.5.1: The system shall allow calendars to be accessed via the Internet.	High
1.4.5.2: The system shall allow distributed update of calendars to individuals with the correct security.	High
1.4.5.3: The solution shall allow updates from distributed calendar management systems.	High
<b>1.5: Record Keeping</b> Recordkeeping	High
<b>1.5.1: Case Records</b> The solution shall allow management of all records pertaining to a Case.	High
1.5.1.1: The solution shall allow for the official record of a Case to be maintained electronically.	High
1.5.1.2: The system shall allow for the batch entry of Case data.	High
1.5.1.3: The solution shall allow for all Case related events and related information to be maintained as a docket sheet.	High
1.5.1.4: The solution shall automatically update the docket upon an action or the completion of an event.	High
1.5.1.5: The system shall allow for editing docket entries.	High
1.5.1.6: The system shall allow for charges to be added, amended or reduced.	High
1.5.1.7: The system shall track all changes to charges.	High
1.5.1.8: The system shall allow for entering disposition and detailed sentence for each charge.	High
1.5.1.9: The system shall maintain disposition data by Case type.	High
1.5.1.10: The system shall allow selection of multiple Cases for disposition based on user defined criteria.	High
<b>1.5.1.11: Closure</b> The system shall allow for the automatic closure of a Case.	High
1.5.1.11.1: The system shall close a Juvenile Case when the consent decree has expired.	High
1.5.1.11.2: The system shall close a Juvenile Case when supervision has expired.	High
1.5.1.11.3: The system shall close a Case when a defendant receives a Suspended Imposition of Sentence.	High
1.5.1.11.4: The system shall close a Case when the defendant's probationary period has expired.	High
<b>1.5.1.12: Juvenile</b> The solution shall allow for the notification of a probation officer when a juvenile is rearrested.	High
1.5.1.12.1: The solution shall allow for the generation of a petition to re-institute a consent decree when a juvenile is re-arrested.	High
1.5.1.13: The solution shall maintain data on court ordered conditions of disposition (ex. probation, completion of course, etc.)	High
1.5.1.14: The solution shall allow the tracking of post plea/pre-disposition activity.	High
<b>1.5.1.15: Bar Code Support</b> The solution shall support bar code reading and printing.	High
1.5.1.15.1: The system shall provide a bar code based file check out system.	High
1.5.1.15.2: The system shall allow printing of bar code labels on demand.	High
1.5.1.15.3: The system shall allow bar code tracking of physical items associated with a Case.	High
1.5.1.15.4: The system shall allow bar code labeling of Juror badges.	High
1.5.1.16: The system shall provide tables of values for validity and consistency.	High
<b>1.5.1.17: Qualified Appointees</b> The solution shall allow for lists of qualified appointees (ex. attorneys, guardians, neutrals, etc.)	High
1.5.1.17.1: The solution shall allow for the maintenance of information regarding appointees.	High
1.5.1.17.2: The solution shall allow for random assignment of appointees.	High
1.5.1.17.3: The solution shall allow for rules based assignment of appointees.	High
1.5.1.17.4: The solution shall allow for the user creation or appointment rules.	High
1.5.1.17.5: The solution shall allow for the tracking of appointees' Case assignments.	High
<b>1.5.1.18: Detainees</b> The system shall allow for the tracking of individuals who have been detained.	High
1.5.1.18.1: The system shall allow for tracking detained juveniles.	High
1.5.1.18.2: The system shall allow for tracking juveniles certified as adults.	High
1.5.1.18.3: The system shall allow for the tracking of the status of detained juveniles.	High

Requirements	Priority
1.5.1.18.4: The system shall allow for tracking incarcerated adults.	High
1.5.1.18.5: The system shall allow for the tracking of the status of incarcerated adults.	High
<b>1.5.1.19: Validity Checking</b> The system shall allow rules based validity checking.	High
1.5.1.20: The system shall allow the tracking of all events and actions related to a Case (ex. bench warrants, orders).	High
1.5.1.21: The system shall allow the tracking of the status of events (ex. warrants, mental health examinations, pre-sentence investigations, wire tap orders, search warrants, investigative subpoenas, supervision status, motions, summons, and program completion).	High
1.5.1.22: The system shall track all dates associated with an event or action including processed date, scheduled date, actual date and others as warranted.	High
1.5.1.23: The system shall allow the Case to be moved to an inactive status.	High
<b>1.5.1.24: Mass Updates</b> The system shall allow mass updates of records.	High
1.5.1.24.1: The system shall allow for the selection by participant of Cases to be updated.	High
1.5.1.24.2: The system shall allow the mass reassignment of Cases from one participant to another (ex. Attorney, Probation Officer).	High
1.5.1.24.3: The system shall allow for docket entries to be created by mass changes.	High
1.5.1.24.4: The system shall allow rollback of mass updates.	High
1.5.1.24.5: The system shall provide user confirmation of records to be updated.	High
1.5.1.25: The system shall allow for entering voucher information.	High
<b>1.5.1.28: Individual Data</b> The system shall track individuals associated with a Case.	High
1.5.1.28.1: The system shall track address history for parties to a Case.	High
1.5.1.28.2: The system shall allow for multiple names (AKA - also known as).	High
1.5.1.28.3: The system shall track roles for all individuals associated with a Case.	High
1.5.1.28.4: The system shall allow maintenance of information associated with an individual on a Case.	High
1.5.1.28.5: The system shall allow for one record per individual.	High
1.5.1.28.6: The system shall allow for the merging of multiple records for an individual into a single record.	High
1.5.1.28.7: The system shall allow for the tracking of multiple legacy unique numbers assigned to an individual (ex. Social File Number, Police Department Identification Number, Social Security Number).	High
1.5.1.28.8: The system shall allow identification of all Cases associated with an individual.	High
1.5.1.28.9: The system shall allow organizations to be tracked as participants in a Case.	High
1.5.1.28.10: The system shall allow individuals to be associated with an organization.	High
1.5.1.29: The solution shall allow Cases to be linked (tried together).	High
<b>1.5.1.30: Bonds and Release requirements</b> The system shall allow tracking of all bonds deposited with the court.	High
1.5.1.31: The system shall allow maintaining and tracking of bond requirements.	High
1.5.1.32: The system shall allow maintaining and tracking release requirements.	High
1.5.1.33: The system shall allow the maintenance of contempt purge, amount and payments to purge a civil contempt.	High
<b>1.5.2: Social File Data</b> The solution shall allow maintenance of Social File data.	High
1.5.2.1: The system shall assign a unique Social File number to an individual.	High
1.5.2.1.1: The system shall allow social file records to be merged when a individual is assigned more than one number.	High
1.5.2.1.2: The system shall provide or allow the creation of multiple views to determine if an individual has a social file number.	High
1.5.2.2: The system will allow the creation and maintenance of Probation Officer Running Notes.	High
1.5.2.3: The solution shall allow documents and reports from third parties to be included in the Social File.	High
1.5.2.4: The solution shall allow third party access to the Social File as needed.	High
1.5.2.5: The solution shall allow the documenting of scheduled activities in the running record in the Social File.	High

Requirements	Priority
1.5.2.6: The solution shall allow notification of the Probation Officer when scheduled activities will occur.	High
1.5.2.7: The solution shall allow notification of the Probation Officer when a scheduled activity takes place or is missed.	High
1.5.2.8: The solution allows the generation of a referral.	High
1.5.2.9: The system allows the tracking of a referral to conclusion.	High
1.5.2.10: The solution shall allow the notification of interested parties when the Social File is updated.	High
1.5.3: The solution shall allow distributed access to records pertaining to a Case.	High
<b>1.5.4: Records Archive</b> The system shall allow archive management of records.	High
1.5.4.1: The system shall provide or allow the creation of Case archiving rules.	High
1.5.4.2: The system shall provide or allow the creation of a view listing cases ready to be archived based on user defined rules.	High
1.5.4.3: The system shall allow the identification of Cases to be archived by case type.	High
1.5.4.4: The system shall allow the identification of all physical items associated with a case to be archived.	High
1.5.4.5: The system shall provide or allow the creation of a view listing archived cases and status.	High
1.5.4.6: The system shall provide or allow data necessary for reporting to remain available after the record has been archived, sealed or expunged.	High
1.5.4.7: The system shall provide or allow the tracking of archived cases using bar code.	High
<b>1.5.5: Sealed / Expunged Records</b> The solution shall allow records to be sealed or expunged.	High
1.5.5.1: The solution shall allow records to be sealed or expunged.	High
1.5.5.1.1: The solution shall provide or allow the creation of notification to distributed systems of records that are to be sealed or expunged.	High
<b>1.5.6: Physical Evidence Management</b> The solution shall allow for the management of physical items associated with a Case.	High
1.5.6.1: The solution shall allow for the ability to maintain the status of exhibits and evidence.	High
1.5.6.2: The solution shall allow the tracking of evidence that has been returned to the party in a Case.	High
1.5.7: The system shall allow for the validation of timeliness of document filed for a Case.	High
<b>1.6: Document Management</b> Document Management	High
1.6.1: The solution shall allow the capture and management of all documents relating to a Case.	High
1.6.1.1: The solution shall accept files in generally acceptable standard image formats.	High
1.6.1.2: The solution shall accept files in generally acceptable standard multi media formats.	High
1.6.1.3: The solution shall provide access to all files in a record.	High
1.6.1.4: The system shall allow the addition of text entries to docket records.	High
<b>1.6.2: Document Generation</b> The system shall allow the generation of all Case related documents.	High
1.6.2.1: The system shall generate documents based on Case data and events.	High
1.6.2.2: The system shall generate notifications (paper, electronic, etc.) to case participants based on docket entries and changes to docket entries.	High
1.6.2.3: The system shall allow the user to define rules for document generation based on Case events.	High
1.6.2.4: The system shall provide or allow the creation of time dependent rules for document generation (ex reminder notice, finance notice).	High
1.6.2.5: The system shall allow the batch creation of forms based on selected Cases. (For example an operator can create a batch notification for selected cases due to a change in schedule, judge or location. Another example might be the batch closure of juvenile cases upon the individuals' reaching the age of majority)	High
1.6.2.6: The system shall allow the user to define the selection criteria.	High
1.6.2.7: The system shall allow printing of preprinted mailer forms.	High
1.6.2.8: The system shall allow the user creation of form templates.	High
1.6.2.9: The system shall allow the use of images and watermarks on templates.	High
1.6.2.10: The system shall provide or allow the creation of a document from selected boilerplate language.	High

Requirements	Priority
1.6.2.11: The system shall allow the user to maintain boilerplate language.	High
1.6.2.12: The system shall allow the generation of labels on demand.	High
<b>1.6.3: Document Workflow</b> The solution shall allow rules based document workflow.	High
1.6.3.1: The solution shall allow document routing based on user-defined criteria.	High
1.6.3.2: The solution shall allow documents to be routed from external sources.	High
1.6.3.3: The solution shall allow documents to be routed to external destinations.	High
1.6.3.4: The solution shall allow documents to be authorized electronically.	High
1.6.4: The solution shall allow the design and development of document workflow.	High
1.6.4.1: The solution shall allow a user to develop document routing criteria.	High
1.6.4.2: The solution shall allow user review and editing of documents prior to committing them to the Case record.	High
1.6.5: The solution shall allow workflow tracking.	High
1.6.5.1: The solution shall allow a document to be tracked at any stage of its routing.	High
<b>1.7: Accounting</b> Accounting	High
<b>1.7.1: Account Reconciliation</b> Account Reconciliation	High
1.7.1.1: The system shall allow all accounts to be reconciled prior to posting.	High
1.7.1.1.1: The system shall allow adjusting financial entries to be created.	High
1.7.1.1.2: The system shall produce a view listing open items for accounts with a balance.	High
1.7.1.2: The system shall allow third party accounts (such as banks) to be reconciled.	High
1.7.1.2.1: The system shall allow accounts with third parties (such as a bank) to be reconciled.	High
1.7.1.2.2: The system shall record reconciliation of accounts.	High
1.7.1.2.3: The system shall allow electronic reconciliation of third party account.	High
1.7.1.3: The system shall allow multiple trial balances.	High
1.7.1.3.1: The system shall produce a monthly trial balance.	High
1.7.1.3.2: The system shall produce a monthly balance.	High
<b>1.7.2: Accounts Receivable</b> Accounts Receivable	High
1.7.2.1: The system shall allow the allocation of all funds received to the appropriate Case.	High
1.7.2.1.1: The system shall have the ability to link child support payments to Case.	High
1.7.2.1.2: The system shall allow charging costs to a Case or party.	High
<b>1.7.2.2: Collections Management</b> The solution shall allow the management of collections for funds owed.	High
1.7.2.2.1: The system shall allow the entry of a payment schedule associated with a Case.	High
1.7.2.2.2: The system shall require Case or infraction number with payment for defined Cases and infractions.	High
1.7.2.2.3: The system shall have the ability to accept into a suspense account and record payments, before Case number or account has been defined.	High
1.7.2.2.4: The system shall allow the posting of payment information.	High
1.7.2.2.5: The system shall provide or allow the creation of a view listing all monies due from a selected individual or organization.	High
1.7.2.2.6: The system shall allow the calculation of past due information.	High
1.7.2.2.7: The system shall allow rules based action when account becomes past due.	High
1.7.2.2.8: The system shall allow the user to define past due action rules.	High
1.7.2.2.9: The system shall allow for the accrual of charges.	High
1.7.2.2.10: The system shall allow for the preparation of monthly billings for accrued charges.	High
1.7.2.2.11: The system shall allow for the identification of instances where there is a failure to pay the fee, fine, restitution or other amount due.	High
1.7.2.3: The system shall allow the transmission of payment information from third party payment systems.	High
1.7.2.3.1: The solution shall accept payment via the Internet.	High
<b>1.7.3: Accounts Payable</b> Accounts Payable	High
1.7.3.1: The solution shall allow the management of vouchers for payment.	High

Requirements	Priority
1.7.3.1.1: The system shall allow for the maintenance of voucher data.	High
1.7.3.1.2: The system shall allow for vouchers to be tracked from initiation to payment.	High
1.7.3.1.3: The system shall provide a view listing of vouchers by payee.	High
1.7.3.1.4: The system shall provide a view listing of vouchers by Case.	High
1.7.3.2: The solution shall allow compliance to the Prompt Payment Act.	High
1.7.3.2.1: The system shall track compliance with Prompt Payment Act.	High
1.7.3.2.2: The system shall provide a view listing vouchers that have not been paid.	High
1.7.3.2.3: The system shall allow vouchers to be flagged based on user defined rules.	High
1.7.3.2.4: The system shall provide or allow the creation of user defined rules associated with voucher payment.	High
1.7.3.2.5: The system shall allow for the transmission of payment information to third party payment systems.	High
1.7.3.2.6: The solution shall allow for direct payments to be made by the Court.	High
1.7.3.2.6.1: The system shall allow the creation and printing of sequentially numbered checks.	High
1.7.3.2.6.2: The system shall allow the user to generate a stop payment on a check.	High
1.7.3.2.6.3: The system shall allow the user to void a check.	High
1.7.3.2.6.4: The system shall provide a view of outstanding checks.	High
1.7.3.2.6.5: The system shall allow the batch creation of checks.	High
<b>1.7.4: Compensation &amp; Restitution Management</b> Compensation and Restitution Management	High
1.7.4.1: The solution shall allow management of court ordered restitution and compensation.	High
1.7.4.1.1: The system shall provide or allow the creation of a view listing garnishments issued.	High
1.7.4.1.2: The system shall self calculate the amount of money collected to Crime Victims Compensation Program.	High
<b>1.7.5: GAAP Standards</b> The solution shall comply with GAAP standards for governmental entities.	High
1.7.5.1: The solution shall comply with the Generally Accepted Accounting Principles (GAAP) as applicable to governmental entities.	High
1.7.5.2: The system shall allow the user to define and maintain a chart of accounts.	High
1.7.5.3: The system shall allow account reconciliation prior to posting with the general ledger.	High
<b>1.7.5.4: Grant Management</b> The solution shall allow tracking of costs associated with a specific grant.	High
1.7.5.4.1: The system shall allow tracking of invoices by grant.	High
1.7.5.4.2: The system shall provide tracking of payments made on grant funds.	High
1.7.5.4.3: The system shall track grant funds balance.	High
1.7.5.4.4: The system shall allow validation of payment based on grant rules.	High
1.7.5.4.5: The system shall allow the creation of grant rules.	High
<b>1.7.5.5: Integration with Case Activities</b> The solution shall allow integration of financial activities associated with a Case into the Case file.	High
1.7.5.5.1: The system shall allow financial events to create a docket entry.	High
1.7.5.5.2: The system shall allow recording interest for interest bearing accounts.	High
1.7.5.5.3: The system shall allow the accrual of costs to a Case or party without assigning the costs as a receivable.	High
1.7.5.5.4: The system shall allow financial adjustments to an account that would affect the amount due.	High
1.7.5.5.5: The system shall allow automatic charges be accrued to a Case based on user defined rule.	High
1.7.5.5.6: The system shall provide or allow the creation of user defined rules for specific events.	High
1.7.5.5.7: The system shall allow a party to a Case to be classified as indigent.	High
1.7.5.5.7.1: The system shall allow the collection of information to support a claim on indigence.	High
1.7.5.5.7.2: The system shall allow certification of indigence.	High
1.7.5.5.8: The system shall allow the transfer of funds associated with one Case to another Case.	High
1.7.5.5.9: The system shall allow payments to be associated with a Case.	High
1.7.5.5.9.1: The system shall have the ability to accept a single payment for multiple Cases and distribute the payment over the Cases.	High
1.7.5.5.9.2: The system shall allow the entry of payment related information.	High
1.7.5.5.9.3: The system shall allow tracking of payments by Case.	High

Requirements	Priority
1.7.5.5.9.4: The system shall allow the generation of a sequentially numbered receipt for a specific Case.	High
1.7.5.5.9.5: The system shall require the creation of a receipt for each transaction.	High
1.7.5.5.9.6: The system shall create a view listing the fee record for a Case including costs accrued and costs assessed.	High
1.7.5.5.9.7: The system shall allow the allocation of payment to an organization based on user-defined rules.	High
1.7.5.5.9.8: The system shall allow the user to define rules for payment allocation.	High
1.7.5.5.9.9: The system shall allow processing of restitution payments to the Crime Victims Compensation Program .	High
1.7.5.5.9.10: The system shall allow the generation of single payment from multiple invoices.	High
1.7.5.5.9.11: The system shall track invoices during all steps of the payment process.	High
<b>1.7.5.6: Bonds</b> The system shall allow the management of bonds deposited with the court.	High
1.7.5.6.1: The system shall allow the maintenance of bond data.	High
1.7.5.6.2: The system shall allow the maintenance of bondsmen data.	High
1.7.5.6.3: The system shall allow the allocation of bonds to fines and costs.	High
1.7.5.6.4: The system shall allow disbursement of unclaimed fees.	High
<b>1.7.5.7: Payment Management</b> Payment Management	High
1.7.5.7.1: The solution shall support an interface with legacy cash register system.	High
1.7.5.7.2: The system shall allow reconciliation of multiple cashiers.	High
1.7.5.7.3: The system shall track shorts by cashier.	High
1.7.5.7.4: The system shall allow receipt printer to endorse check or money order and include Case number.	High
1.7.5.7.5: The system shall produce and record daily deposits to the bank.	High
1.7.5.7.6: The system shall allow payment from distributed sources.	High
1.7.5.7.6.1: The system shall have the ability to adjust charges by type of payment.	High
1.7.5.7.6.2: The solution shall accept credit card payments.	High
1.7.5.7.7: The solution shall provide and indicator when a court employee is making a payment.	High
<b>1.8: Reporting</b> Reporting	High
<b>1.8.1: Scheduled Standard Reports</b> Scheduled Standard Reports	High
1.8.1.1: The solution shall allow for the automatic scheduling and generation of reports.	High
1.8.1.1.1: The solution shall allow the users to define standard reports for automatic generation.	High
1.8.1.1.2: The solution shall allow the users to define standard export files for automatic generation.	High
1.8.1.1.3: The solution shall allow the users to define standard input files to be used to update the system.	High
1.8.1.1.4: The system shall allow generated reports to be stored as files.	High
1.8.1.1.5: The solution shall allow the users to designate the output device for the report.	High
1.8.1.1.5.1: The solution shall support microfiche output.	High
1.8.1.1.5.2: The solution shall support FTP output.	High
1.8.1.1.5.3: The solution shall support tape output.	High
1.8.1.1.6: The system shall produce standard audit reports detailing changes made to the system.	High
1.8.1.1.7: The solution shall allow the generation of graphical reports.	High
1.8.1.1.7.1: The solution shall allow multiple views of graphical display of data.	High
1.8.1.1.7.2: The solution shall allow the drill down to detail from summary graphs.	High
<b>1.8.1.2: On Demand Reports</b> The solution shall allow for the generation of on demand reports.	High
1.8.1.2.1: The solution shall allow the user create, display and print on demand reports.	High
1.8.1.2.1.1: The system will provide or allow the creation of reports detailing system tables.	High
1.8.1.2.1.2: The system shall provide or allow the creation of reports detailing system rules.	High
1.8.1.2.1.3: The system shall provide or allow the creation of reports detailing user-defined rules.	High
1.8.1.2.1.4: The system shall allow the user to define selection criteria for on demand reports.	High
1.8.1.2.1.5: The system shall allow the user to define data to be displayed on demand reports.	High

Requirements	Priority
1.8.1.2.1.6: The system shall allow the user to define other report parameters such as sorting, headings, totals and subtotals.	High
1.8.1.2.2: The system shall allow the user to access, display and print predefined on demand reports.	High
1.8.1.2.3: The system shall allow the user to customize predefined on demand reports.	High
1.8.1.2.4: The system shall allow on demand selection of records to export into an analysis tool (ex. Excel).	High
<b>1.8.1.2.5: Case Reports</b> The system shall provide or allow the creation of Case reports.	High
1.8.1.2.5.1: The system shall allow the selection and printing of all forms and documents associated with a Case.	High
1.8.1.2.5.2: The system shall provide or allow the creation of a Case docket report.	High
1.8.1.2.5.3: The system shall provide or allow the creation of a Case jacket report.	High
1.8.1.2.5.4: The system shall provide or allow the creation of a Case report showing case status by case type.	High
1.8.1.2.5.5: The system shall provide or allow the creation of a report showing Cases for a defendant by PDID, DCSC, Federal US Marshall or Social File number.	High
1.8.1.2.5.6: The system shall provide or allow the creation of a report listing all parties to Cases before the Court.	High
1.8.1.2.5.7: The system shall provide or allow the creation of a report listing the addresses of all parties with Cases before the Court	High
1.8.1.2.5.8: The system shall provide or allow the creation of a historical report listing all parties with archived Cases.	High
1.8.1.2.5.9: The system shall provide or allow the creation of a historical report listing the addresses of all parties with archived Cases.	High
1.8.1.2.5.10: The system shall provide or allow the creation of a report of adoption cases.	High
1.8.1.2.5.11: The system shall provide or allow the creation of a report of court appointed attorneys by period of time with case appointments, case number, type of case, status of client eligibility/interview.	High
1.8.1.2.5.12: The system shall provide or allow the creation of lists of pending caseloads by case type, by nature of action, event status, by judge, by calendar or by attorney.	High
1.8.1.2.5.13: The system shall provide or allow the creation of a report detailing cases transferred.	High
1.8.1.2.5.14: The system shall provide or allow the creation of a report of cases without a scheduled next activity.	High
1.8.1.2.5.15: The system shall provide or allow the creation of a report of disposed cases.	High
1.8.1.2.5.16: The system shall provide or allow the creation of a report of cases pending specific action by selected action.	High
1.8.1.2.5.17: The system shall provide or allow the creation of a report of cases with specific status by selected status.	High
1.8.1.2.5.18: The system shall provide or allow the creation of a report of specific activities by selected activity.	High
<b>1.8.1.2.6: Calendar Reports</b> The system shall provide or allow the creation of calendar reports.	High
1.8.1.2.6.1: The system shall provide or allow the creation of calendar reports by Case.	High
1.8.1.2.6.2: The system shall provide or allow the creation of calendar reports by selected Participant.	High
1.8.1.2.6.3: The system shall provide or allow the creation of calendar reports by selected resource.	High
1.8.1.2.6.4: The system shall provide or allow the creation of calendar reports by date range.	High
<b>1.8.1.2.7: Financial Reports</b> The system shall provide or allow the creation of financial reports.	High
1.8.1.2.7.1: The system shall provide or allow the creation of reports listing financial transactions by date range (ex. all receipts, receipts by type, all disbursements, disbursements by type, void checks, non-cash transactions).	High
1.8.1.2.7.2: The system shall provide or allow the creation of a bank deposit detail report.	High

Requirements	Priority
1.8.1.2.7.3: The system shall allow the generation of financial reports based on a selected account.	High
1.8.1.2.7.4: The system shall provide or allow the creation of a report of cases for which no fee has been collected.	High
1.8.1.2.7.5: The system shall provide or allow the creation of a Revenue and Expenditure report.	High
1.8.1.2.7.6: The system shall provide or allow for the creation of a reconciliation report.	High
1.8.1.2.7.7: The system shall provide or allow the creation of a report detailing the disbursement of funds.	High
1.8.1.2.7.8: The system shall provide or allow an aging report for transactions in increments of 30, 60, 90 and greater than 120 days.	High
1.8.1.2.7.9: The system shall produce a report tracking transaction time.	High
<b>1.8.1.3: Metric Reports</b> The system shall allow for the generation of operational metrics.	High
1.8.1.3.1: The system shall support reporting linked to Government Performance Results Act (GRPA).	High
1.8.1.3.1.1: The system shall provide or allow the creation of case metrics.	High
1.8.1.3.1.1.1: The system shall provide or allow the creation of a Case aging report.	High
1.8.1.3.1.1.2: The system shall allow Case metrics to be measured against independent standards.	High
1.8.1.3.1.1.2.1: The system shall provide or allow the creation of a time standard report by judge.	High
1.8.1.3.1.1.2.2: The system shall provide or allow the creation of a time standard report by case type.	High
1.8.1.3.1.1.2.3: The system shall provide or allow the creation of a time standard report by action.	High
1.8.1.3.1.1.3: The system shall allow the generation of industry standards performance metrics as defined by NCSC and other groups.	Medium
1.8.1.3.1.2: The system shall support the creation of labor reports.	High
1.8.1.3.1.2.1: The system shall provide or allow the creation of statistics of pending caseloads by case type, by nature of action, event status, by judge, by calendar or by attorney.	High
1.8.1.3.1.2.2: The system shall provide or allow the creation of labor analysis reports.	High
<b>1.8.1.3.2: Juvenile Reports</b> The system shall allow for reports supporting Juvenile Cases.	High
1.8.1.3.2.1: The system shall provide or allow the creation of reports that track referrals.	High
1.8.1.3.2.2: The system shall provide or allow the creation of a cases mediated/arbitrated report.	High
1.8.1.3.2.3: The system shall provide or allow the creation of a cases settled report.	High
1.8.1.3.2.4: The system shall provide or allow the creation of a report of case types.	High
1.8.1.3.2.5: The system shall provide or allow the creation of an average length of session report.	High
1.8.1.3.2.6: The system shall provide or allow the creation of a sessions completed report.	High
1.8.1.3.2.7: The system shall provide or allow the creation of a detail report of settlements within a specified date range.	High
1.8.1.3.2.8: The system shall provide or allow the creation of a settlement rates report and user satisfaction indicies.	High
<b>1.8.1.4: Informational Reports</b> The system shall allow for the generation of informational reports.	High
1.8.1.4.1: The system shall provide or allow the creation of Crime Victims Compensation Program reports.	High
1.8.1.4.1.1: The system shall provide or allow the creation of a detail report listing cases.	High
1.8.1.4.1.2: The system shall provide or allow the creation of statistical demographic reports on Crime Victims Compensation Program Case participants.	High
1.8.1.4.1.3: The system shall provide or allow the creation of metric reports on Crime Victims Compensation Program Cases.	High
1.8.1.5: The solution shall allow for the generation of statistical analyses.	High
1.8.1.5.1: The solution shall provide or allow the creation of case analyses.	High
1.8.1.5.1.1: The system shall provide or allow the creation of analyses of disposed cases.	High
1.8.1.5.1.2: The system shall provide or allow the creation of analyses of cases pending specific action by selected action.	High

Requirements	Priority
1.8.1.5.1.3: The system shall provide or allow the creation of analyses of cases with specific status by selected status.	High
1.8.1.5.1.4: The system shall provide or allow the creation of analyses of Case aging.	High
1.8.1.5.2: The system shall provide or allow the creation of trending reports comparing multiple time periods.	High
<b>1.8.1.6: Ad Hoc reporting</b> The system shall allow for the generation of ad hoc reporting.	High
1.8.1.7: The system shall allow the automatic generation creation of all reports currently used in the annual report.	Medium
<b>1.9: Security</b>	High
Security	
<b>1.9.1: Application Security</b>	High
Application Security	
1.9.1.1: The solution shall maintain security.	High
1.9.1.1.1: The solution shall require secure access (ex. password).	High
1.9.1.1.2: The solution shall allow the system administrator to create rules for passwords (ex. length, frequency of change, etc.).	High
1.9.1.1.3: The system shall lock accounts after a defined number of failed password attempts.	High
1.9.1.1.4: The solution shall allow operator reset of passwords.	High
1.9.1.1.5: The solution shall encrypt passwords.	High
1.9.1.1.6: The solution shall restrict access to the database to the application.	High
<b>1.9.1.2: Role Based Security</b>	High
The solution shall allow role-based security.	
1.9.1.2.1: The solution shall provide or allow the creation of roles for users.	High
1.9.1.2.2: The solution shall allow users to be assigned roles by case.	High
1.9.1.2.3: The solution shall resolve data access to data when an individual has more than one role.	High
<b>1.9.1.3: Rules Based Security</b>	High
The solution shall allow rules based security.	
1.9.1.3.1: The solution shall allow Rules based confidentiality	High
1.9.1.3.1.1: The solution shall allow for levels of confidentiality based on user-defined rules.	High
1.9.1.3.1.2: The solution shall allow the system administrator to define confidentiality rules.	High
1.9.1.3.1.3: The solution shall allow confidentiality access to field level.	High
1.9.1.3.1.4: The solution shall allow the generation of an alternate person identifier when the name is confidential.	High
1.9.1.3.2: The solution shall provide or allow the creation of confidentiality rules based on case type.	High
1.9.1.3.3: The solution shall provide or allow the creation of confidentiality rules based on participant.	High
<b>1.9.1.4: Audit Capability</b>	High
The solution shall provide complete audit capability.	
1.9.1.4.1: The system shall allow tracking of all changes.	High
1.9.1.4.1.1: The system shall allow tracking of changed by operator.	High
1.9.1.4.1.2: The system shall allow tracking of changes by date and time.	High
1.9.1.4.1.3: The system shall allow the tracking of changes by field or document.	High
1.33.1.4.1.4: The system shall allow the tracking of multiple changes to the same entity.	High
1.33.1.4.1.5: The system shall track additions and deletions of and to a record.	High
<b>1.9.1.5: Public Access</b>	High
The solution shall allow public access to public data.	
1.9.1.5.1: The solution shall provide access to data identified as public.	High
1.9.1.5.2: The solution shall allow both public and confidential data to be associated with a Case.	High
1.9.1.5.3: The solution shall allow both public and confidential data to be associated with an individual.	High
<b>1.9.2: External Access</b>	High
External Environment	
1.9.2.1: The solution shall allow secure operation in an Internet environment	High
1.9.2.1.1: The solution shall support Internet security.	High
1.9.2.1.2: The solution shall support data encryption.	High

Requirements	Priority
1.9.2.1.3: The solution shall support Internet Firewalls.	High
<b>1.10: External Process Integration</b> Third-Party	High
<b>1.10.1: Process Integration</b> Integration of processes	High
1.10.1.1: The solution shall support third party involvement into processes and workflow.	High
1.10.1.1.1: The solution will provide or allow for the creation of an interface with the DC Health and Human Services systems.	High
1.10.1.1.2: The solution shall provide or allow the creation of an interface with the Crime Victims Compensation Program.	High
1.10.1.1.3: The solution will provide or allow the creation of an interface with the Child Support System.	High
1.10.1.1.4: The solution will provide or allow for the creation of an interface with Pretrial Services systems.	High
1.10.1.1.5: The solution will provide or allow for the creation of an interface with the US Attorney systems.	High
1.10.1.1.6: The solution will provide or allow for the creation of an interface with Metro Police systems.	High
1.10.1.1.7: The solution will provide or allow for the creation of an interface with the DC Youth Services Administration system.	High
1.10.1.1.8: The solution will provide or allow the creation of an interface with the DC Vital Records.	High
1.10.1.1.9: The solution will provide or allow for the creation of an interface with the DC DMV system.	High
1.10.1.1.10: The solution will provide or allow the creation of an interface with the Department of Revenue for the Tax Court.	High
1.10.1.1.11: The solution will provide or allow for the creation of an interface with the DC Bar.	High
<b>1.10.2: Systems Interface</b> Interface of systems	High
1.10.2.1: The solution shall provide or allow the creation of bi-directional interfaces with third party systems.	High
1.10.2.1.1: The solution shall provide or allow the creation of scheduled import and export processes.	High
1.10.2.1.2: The solution shall provide or allow the creation of event driven import and export processes.	High
1.10.2.1.3: The solution shall provide or allow the creation of distributed, replicated databases.	High
1.10.2.1.4: The solution shall provide or allow the creation of export files containing detailed case information.	High
1.10.2.1.5: The solution shall provide or allow the creation of update routines to process import files provided by external agencies.	High
1.10.2.1.5.1: The solution shall provide or allow the creation of import processes to validate data prior to import.	High
1.10.2.1.5.2: The solution shall provide or allow the creation of error reports detailing import errors.	High
1.10.2.1.5.3: The solution shall allow the correction of imported data prior to import.	High
1.10.2.1.5.4: The solution shall provide or allow the creation of rules for automatic import of data.	High
<b>1.10.3: External Reporting</b> Reporting	Medium
1.10.3.1: The solution shall allow third party reporting.	Medium
1.10.3.1.1: The solution shall provide for subscription to preprogrammed reports.	Medium
1.10.3.1.2: The solution shall provide for subscription to public data for report generation.	Medium

**C.13.1.2 Reliability Requirements**

The specific reliability requirements defined for the IJIS system, including the priority assigned to the function are shown in Exhibit C.13-3.

**Exhibit C.13-3 Reliability Requirements**

Requirements	Priority
<b>Reliability 2.0</b>	High
<b>2.1: The system shall provide the necessary validity and edit checks to ensure Data Reliability.</b>	High
2.1: The system shall provide or allow the creation of field level edit checking based of data type (ex. numeric, alphanumeric, date, etc.).	High
2.1.2: The system shall provide or allow the creation of field level edit checks based on a range of values (ex. Min - Max values).	High
2.1.3: The system shall provide or allow the creation of field level edit checks based on rules.	High
2.1.4: The system shall provide or allow the creation of default values for fields.	High
2.1.5: The system shall provide or allow the creation of required fields.	High
2.1.6: The system shall provide or allow the creation of a view listing transactions processed by batch interfaces.	High
2.1.7: The system shall provide or allow the creation of a view listing errors in transactions processed by batch interfaces.	High
2.1.8: The system shall provide or allow the creation of a view allowing the edit of data prior to processing batch interfaces.	High
2.1.9: The system shall provide or allow the audit of changes to transactions processed by batch interfaces.	High
<b>2.2: The system shall be available to all current and projected users.</b>	High
2.2.1: The solution shall be available 24 hours a day 7 days a week except for periods of planned maintenance.	High
2.2.2: The system shall be recoverable within 3 hours of failure.	High
2.2.3: The system shall average less than 2% down time.	High
2.2.4: The solution shall be scalable to 650 concurrent users.	High
2.2.5: The solution shall be scalable to 1500 occasional users.	High
2.2.6: The solution shall be extensible to mobile devices.	High

**C.13.1.3 Usability Requirements**

The specific usability requirements defined for the IJIS system, including the priority assigned to the function are shown in Exhibit C.13-4.

**Exhibit C.13-4 Usability Requirements**

Requirements	Priority
<b>3.0 USABILITY</b>	
<b>3.1: The solution shall provide a Graphical User Interface that follows a currently acceptable standard (ex. Microsoft, IBM, etc.).</b>	High
3.1.1: The system shall provide drop down lists for table driven fields.	High
3.1.2: The system shall provide frame and non-frame options if a browser is used.	High
3.1.3: The system shall provide a text-only option.	High
3.1.4: The system shall provide online help.	High
3.1.4.1: The system shall provide or allow the creation of context sensitive help.	High
3.1.4.2: The system shall provide or allow the creation of a help index.	High
3.1.4.3: The system shall provide or allow the creation of help topic search capabilities.	High
3.1.4.4: The system shall provide or allow the creation of field Tips.	High
3.1.4.5: The system shall provide or allow the creation of help for error messages.	High
3.1.5: The system shall highlight field level errors.	High
3.1.6: The system shall user defined favorites and bookmarks.	High
3.1.7: The system shall not require more than three mouse clicks to access any part of the system.	High
3.1.8: The system shall provide or allow for the creation allow the user overrides to system prompts (ex. on deletes, on saves, etc.).	High
<b>3.2: The system shall provide training on all aspects of system use and support (including any third party packages).</b>	High
3.2.1: The solution shall provide a detailed training plan.	High
3.2.2: The solution shall provide initial training for users.	High
3.2.2.1: The solution shall provide initial training for primary users.	High
3.2.2.2: The solution shall provide tutorials for casual users.	High
3.2.3: The solution shall provide initial train-the-trainer courses.	High

Requirements	Priority
3.2.4: The solution shall provide system administrator training.	High
3.2.4.1: The solution shall provide system maintenance training.	High
3.2.4.2: The solution shall provide trouble system shooting training.	High
3.2.5: The solution shall provide advanced training on system features.	High
3.2.6: The solution shall provide follow-on training.	High
3.3: The solution shall provide or allow the creation of feature documentation.	High
3.3.1: The solution shall provide or allow for the creation documentation for all system objects (ex. menus, screens, fields, etc.).	High
3.3.2: The solution shall provide or allow the creation of documentation to all error messages.	High
3.4: The solution shall provide or allow the creation of technical documentation.	High
3.4.1: The solution shall provide design documentation.	High
3.4.1.1: The solution shall provide a data model.	High
3.4.1.2: The solution shall provide a data dictionary.	High
3.4.1.3: The solution shall provide data flow diagrams.	High

**C.13.1.4 Performance Requirements**

The specific performance requirements defined for the IJIS system, including the priority assigned to the function are shown in Exhibit C.13-5.

**Exhibit C.13-5 Performance Requirements**

Requirements	Priority
<b>4.0 PERFORMANCE</b>	High
4.1: The solution shall provide acceptable response times.	High
4.1.1: The solution shall provide response time to record requests of 3 second or less.	High
4.1.2: The solution shall provide response time to index requests of 3 seconds or less.	High
4.1.3: The solution shall provide response time to report requests of 2 minutes or less.	High

**C.13.1.5 Supportability Requirements**

The specific supportability requirements defined for the IJIS system, including the priority assigned to the function are shown in Exhibit C.13-6.

**Exhibit C.13-6 Supportability Requirements**

Requirements	• Priority
<b>5.0 SUPPORTABILITY</b>	
5.1: The solution shall be compatible with the existing Court computing environment.	High
5.1.1: The solution shall be compatible with the Courts current processing environment (ex. OS 390, Windows NT, Oracle RDBMS).	High
5.1.2: The solution shall be compatible with the Courts current processing standards (ex. IBM mainframe, Intel based Servers).	High
5.1.3: The solution shall be compatible with the Courts current workstation standards (ex. Windows 98, Microsoft Office).	High
5.2: The solution shall provide support procedures.	High
5.2.1: The solution shall provide start-up procedures.	High
5.2.2: The solution shall provide operating procedures.	High
5.2.3: The solution shall provide disaster recovery procedures.	High
5.2.4: The solution shall provide troubleshooting procedures.	High
5.3: The solution shall be developed using industry standard tools and methodologies.	High
5.4: The solution shall support the Court's solution development life cycle.	High
5.4.1: The solution shall allow for multiple test environments to support unit, integration and regression testing.	High
5.4.2: The solution shall allow for a development environment.	High
5.4.3: The solution shall support change management procedures.	High
5.5: The solution shall support existing disaster recovery plans. The solution must be able to be integrated into the Court's Disataster recovery plan.	High

#### C.13.1.6 Training

The Offeror shall provide training on all aspects of system use and support (including any third party packages).

The Offeror shall provide a detailed training plan.

The Offeror shall provide initial training for users.

The Offeror shall provide initial training for primary users.

The Offeror shall provide tutorials for casual users.

The Offeror shall provide initial train-the-trainer courses.

The Offeror shall provide system administrator training.

The Offeror shall provide system maintenance training.

The Offeror shall provide trouble system shooting training.

The Offeror shall provide advanced training on system features.

The Offeror shall provide follow-on training.

#### C.13.2 Testing

Verifying the successful implementation shall be done through rigorous testing.—The Court and the selected Offeror shall work together to develop a test methodology and test scripts that meet industry best practices.

The Court's envisioned approach is one where the Offeror performs testing using test scripts approved by The Court and controlled by The Court's configuration management and change control procedures.—This approach provides benefits to The Court while placing greater demands on the Offeror. Specifically, this approach reduces The Court's involvement in the testing activities to two tasks: 1) conducting Verification and Validation of system test results (including regression and boundary tests) and 2) User Acceptance Testing (UAT).

In this approach the following steps, constraints, and conditions are identified:

- The test database (or databases) is a separate database from the production database, the conversion database, and the training database.
- The test database shall be a controlled environment that shall be built with controlled test scripts.
- All "tables" in the test database shall be populated starting from a null dataset condition. Starting from a null set provides absolute regression test accountability and provability.
- The Court or the Offeror may develop the test scripts, but all test scripts at the system test, regression test, or boundary test level must be Court approved, accepted, and controlled.
- The Offeror may select their own test approach for "unit" testing but may not use The Court's test region.—The Offeror may use their own test database and test scripts for the "unit" test.—The Offeror may, at their option, use data and test scripts in their unit testing that is developed by the Offeror or The Court and then approved and controlled by The Court.—However, unit test results shall not be used by The Court to recognize the system as performing correctly.

- Unit testing is defined as testing at the lowest logical level in the system.—This may be the testing of an applied rule, the testing of a customized list or process, or the modification to the underlining computer instruction.
- The Court shall only accept documentation from a complete system test.—If an error is identified during a system test and if corrective actions are taken, then the system test must be re-run from its beginning.—Making changes during a system test and then continuing the test from that point invalidates regression testing.

### C.13.3 Data Conversion

The selected Offeror, working with The Court, shall be responsible for converting legacy data to IJIS data.—Data conversions shall also undergo rigorous testing.—It is presently thought the steps in a conversion effort shall include mapping data between the two systems, unloading data from the legacy system to transactions, verifying the unload created correct transactions, loading the data to a conversion test IJIS region, verifying the IJIS creation is correct, then loading the data to the production version of IJIS.—No data is to be loaded to a production version of IJIS without The Court’s written permission.

Note: the conversion test region and any associated database are separate from the system functionality test(s) regions, the production database, and the training database.

Conversion must allow for future relationships to be made to the legacy historic data.—The Court shall meet with the Offeror and Offeror’s team members prior to each court’s conversion efforts to plan, develop, and document the approach and expected results.—The approximate number of master records for each of the various case types is as follows:

Criminal	—1.7 million
Probate	e—1.7 million
Juvenile	—2.2 million
Civil	two .2-million
Tax	—2000
Domestic	—100,000
Multi-Door	_____100,000

The Court has listed the total approximate number of master records. The Offeror shall also need to transfer all associated records that support these master records as a part of this conversion. Additional information on the data to be converted is located in Attachment J-8.

Data conversion shall be done in conjunction with the IJIS phased implementation, and shall be considered to be a part of the implementation of that particular phase of the overall enterprise implementation.

Data conversion shall be conducted off-site and shall be included as part of the user acceptance testing for the implementation.

### C.13.4 Training

The Offeror shall be responsible for providing training materials and for conducting training. There shall be a phased approach with staff from each court receiving training as the system comes on-line.—The Court shall meet with the Offeror prior to each implementation to review

and plan the training. During this review the staff to be trained, number of staff, and number of training sessions shall be identified.

FOR OFFICIAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS REFER TO SECTION L.

---

## **D PACKAGING AND MARKING**

---

All deliverables under this program shall be presented as two bound hard copies, printed double sided, with one-inch margins all around at minimum 12-point type single spaced (six lines to the vertical inch). Graphics shall be embedded and shall be in readable type size, no less than eight-point type. Fold out pages no greater than 11×17 shall be allowed, printed one-sided, and integrated into the printed copies.

In addition, all deliverables shall be delivered in electronic format, either by email or presented on floppy disk, zip disk or CD Rom in either Microsoft Office (2000 or the current court standard), as input to The Court's Rational system, or in PDF format.

All deliverables shall be clearly marked as to the title, date, version, and author.

Software shall be provided on CD Rom, with appropriate access codes, unlimited load/reload capabilities and appropriate documentation in both hard and soft copy. If the product requires changes to the core code (modifications) to meet Court requirements, the Contractor shall also provide source code for the modified version of the software. The CD Rom disks containing such source code shall be so marked. A minimum of two copies of each CD shall be provided, and no restrictions on copying said disks shall be made that would prevent The Court from conducting its normal backup and disaster recovery processes.

---

## **E INSPECTION AND ACCEPTANCE**

---

### **E.1 INSPECTION OF SERVICES**

#### **E.1.1 DEFINITIONS**

"Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

"Phase," as used in this clause refers to the implementation of the IJIS system for one division or lesser court with the Superior Court of the District of Columbia system.—This is in alignment with The Court's request for a phased implementation of the IJIS system using some variant of a spiral or incremental implementation model.

#### **E.1.2 Inspection System**

The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to The Court during contract performance and for as long as the contract requires.

#### **E.1.3 Right to inspect and test all services**

The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court shall perform inspections and test in a manner that shall not unduly delay the work.

#### **E.1.4 Facilities and Assistance**

If The Court performs inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

#### **E.1.5 Conformance to Contract Requirements**

If any of the services do not conform to the contract requirements, The Court may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by re-performance, The Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

#### **E.1.6 Failure to perform promptly**

If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, The Court may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by The

Court that is directly related to the performance of such service or (2) terminate the contract for default.

## **E.2 ACCEPTANCE PROCEDURES AND CRITERIA**

### **E.2.1 Acceptance Testing**

The Court shall require the Contractor to provide a test plan that shall include the testing of all mandatory requirements noted in Sections C.13. The appropriate end-user and The Court's IT representative associated with that requirement shall test each mandatory requirement. The Contractor's representative is expected to be present during each testing procedure to document any problems or modifications that are needed.

### **E.2.2 Acceptance software testing criteria**

Testing criteria shall include the following areas:

- A. — The printed documentation accompanying the software must be understandable and clear by more than 90% of the intended users.
- B. — The software must be virus free.
- C. — The software tested successfully by The Court's IT staff and the end user representative. Each test shall require signatures of acceptance by both Contractor and Court representatives.
- D. — A user tutorial shall be part of the software package to assist the user with the operation of the software.
- E. — Help references shall be included in the software package to ~~assist~~ help the user ~~with the operation of~~ the software.
- F. — The software must satisfy each mandatory requirement to the satisfaction of The Court.

### **E.2.3 Changes Required by Testing Results**

Any changes to the Contractor's system must be done before acceptance of the proposed system and at the proposed price stated. No additional costs for making corrections to meet the requirements found deficit during testing shall be allowed.

## **E.3 OPERATIONAL TESTING AND FINAL ACCEPTANCE**

In addition to conducting comprehensive functional testing as described in Section C and above, all software shall undergo an operational testing period prior to final acceptance. The Court shall accept a phase of the enterprise case management system as installed after it is fully operational for a continuous 60 days.

---

## **F DELIVERIES OR PERFORMANCE**

---

### **F.1 TERM OF CONTRACT**

The term of the Contract shall be for a period of five years from the date of award of the Contract, subject to the option to extend the term of the contract in accordance with paragraph F.2 below. The date of award shall be the date the Contracting Officer signs the contract document

### **F.2 OPTION PERIOD**

The Court may extend the term of this contract for a period for an additional four one-year periods or fraction thereof.

#### **F.2.1 Option to Extend the Term of the Contract**

##### **F.2.1.1**

The Court may extend the term of this contract for four one-year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that The Court shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit The Court to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

##### **F.2.1.2**

If The Court exercises this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate The Court to exercise this option year.

The total duration of this contract including the exercise of any options under this clause, shall not exceed nine years.

### **F.3 COMMENCEMENT OF WORK**

The work starting date and completion date for the Contractor shall be mutually agreed upon by The Court and the Contractor.

### **F.4 DELIVERABLES**

All Deliverables shall be in accordance with the Section C, Scope of Work, Section D, and the contractor's technical proposal.

**F.4.1**

All Deliverables shall be in a form and manner acceptable to The Court.

---

## **G CONTRACT ADMINISTRATION DATA**

---

### **G.1 PAYMENT/INVOICES**

#### **G.1.1**

The Contractor shall submit to the Contract Administrator a breakdown of all charges for work performed. The Contract Administrator shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

#### **G.1.2**

To constitute a proper invoice, the Contractor's invoice shall include the following information:

Name of the business concern and invoice date;

The contract number;

Description of services actually delivered or rendered;

Date the services were rendered;

The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract; and

Signature of a person so authorized to certify that the services were provided as stated.

#### **G.1.3**

The Contractor shall prepare invoices in duplicate and submit them to the Contract Administrator on a monthly basis. The Court shall reimburse the Contractor on a monthly basis.

#### **G.1.4**

The Contractor shall submit final invoices within 30 days after the expiration of this contract.

#### **G.1.5**

In addition, the Contractor shall complete Attachment J-11 - District of Columbia Court Release of Claims form and submit to the Contracting Officer upon receipt of final payment.

### **G.2 BILLING/PAYMENT**

Payment to the Contractor for services satisfactorily performed shall be made by The Court once the Contractor's certified invoice has been approved by the Contract Administrator, or in the case of a dispute, subject to final determination by the Contracting Officer.

### **G.3 AUDITS**

At any time or times before final payment and three years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by The Court and a discrepancy of overpayment is found, The Court shall be reimbursed for said overpayment within 30 days after written notification.

### **G.4 CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR**

#### **G.4.1 Contracting Officer**

The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind The Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Joseph Sanchez, Interim Administrative Officer  
Administrative Services Division  
District of Columbia Court  
515 Fifth Street, N.W., Suite 315  
Washington, D.C. 20001  
Telephone Number: (202) 879-2801  
Facsimile Number: (202) 879-2888

#### **G.4.2 Contract Administrator**

The Contract Administrator (CA) is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the Contract Administrator is responsible for the day-to-day monitoring and supervision of the contract. The Contract Administrator shall be:

Ken Foor  
Director of Information Technology  
Information Technology  
500 Indiana Ave., N.W., Room C-430, Washington, D.C. 20001  
Telephone Number: (202)-879-1102

### **G.5 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

#### **G.5.1**

The Contract Administrator shall have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the Contract Administrator shall not have authority to make changes in the scope or terms and conditions of the contract, which is reserved to the authority of the Contracting Officer.

**G.5.2**

THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

---

## **H SPECIAL CONTRACT REQUIREMENTS**

---

### **H.1 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that shall interfere with the performance of work done by any other Court Contractor or by any Court employee. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with The Court and the new Contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 DISCLOSURE OF INFORMATION**

#### **H.2.1**

Any information made available by The Court shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

#### **H.2.2**

In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Government records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

#### **H.2.3**

Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

#### **H.2.4**

No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than The Court officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 RIGHTS IN DATA**

#### **H.3.1 Definitions**

"Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

### **H.3.2 Limitations in use**

All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of The Court. The bidder hereby acknowledges that all data, including, without limitation, produced by the bidder for the process, are works made for hire and are the sole property of The Court; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to The Court the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give The Court all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of The Court until such time as The Court may release such data to the public domain. The Court shall not unreasonably withhold consent to the bidder's request to publish or reproduce data in professional or public relations trade publications.

### **H.3.3 Escrow of Source Code**

To protect The Court's long term investment in the software associated with this acquisition, a copy of the source code shall be placed in escrow with an independent third party agreeable to both parties to be held in trust by the independent agent. The source code shall be upgraded whenever there is a release of an upgrade or enhancement to the product.—The code shall remain in escrow unless the Contractor either ceases to conduct business or ceases to support the product, at which time, the source code shall revert to the ownership of The Court.—Cost associated with maintaining the escrow shall be included in the Contractor's bid maintenance price for the software.

#### **H.4 WAGE RATES**

The Contractor will demonstrate the reasonableness of its proposed wage rates by use of commonly used industry standard indices for skilled personnel located in the Washington DC area.

---

## **I CONTRACT CLAUSES**

---

### **I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE D.C. COURT CONTRACTS**

The General Provisions Applicable to D.C. Court Contracts (Section K.1) shall be applicable to the contract resulting from this solicitation.

### **I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Bidders who include in their proposal data that they do not want disclosed to the public or used by The Court except for use in the procurement process shall so state in their bid.

### **I.3 ETHICS IN PUBLIC CONTRACTING**

The Bidder shall familiarize itself with The Court's policy entitled "Ethics In Public Contracting," provided in Section K.2. The bidder shall abide by such provisions in submission of its bid and performance of any contract awarded.

### **I.4 DISPUTES**

Any dispute arising under or out of this contract is subject to the provisions of The Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

### **I.5 LAWS AND REGULATIONS**

All applicable laws, Court rules and regulations shall apply to the contract throughout, and they shall be considered to be included by reference in the contract as though herein written out in full.

### **I.6 NON-DISCRIMINATION**

The Contractor agrees that it shall comply with the nondiscrimination requirements set forth in D.C. Code, Section 1-2512 (1981 ed.), which shall be incorporated into any contract awarded. The Contractor agrees to comply with requests from The Court to support the Contractor's adherence to this section.

### **I.7 INSURANCE**

#### **I.7.1 Certification of Insurance**

Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with The Court. All insurance shall set forth The Court as an additional insured. The policies of insurance shall provide for at least 30-day written notice to the District prior to their termination or material alteration. The Contractor shall submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten calendar days after request.

### **I.7.2 Comprehensive General Liability**

Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

### **I.7.3 Workers' Compensation**

The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

### **I.7.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned, and hired vehicles)**

The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

## **I.8 EXAMINATION OF BOOKS AND RECORDS**

The Contracting Officer or any of its duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

## **I.9 RECORD KEEPING**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by The Court.

## **I.10 SUBCONTRACTS**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which The Court shall have the rights to review and approve prior to its execution to the Contract. Notwithstanding any such subcontractor approved by The Court, the Contractor shall remain liable to The Court for all contract work and services required hereunder.

## **I.11 PROTEST**

Any aggrieved person may protest this solicitation, award or proposed contract award. Protest shall be filed in writing, within ten working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Services Division, District of Columbia Court  
515 Fifth Street, N.W., Suite 315  
Washington, D.C. 20001

A protest shall include the following:

- Name, address and telephone number of the protester;
- Solicitation or contract number;
- Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- Request for a ruling by the Contracting Officer; and
- Statement as to the form of relief requested.

## **I.12 CANCELLATION CEILING**

In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal 2002, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **I.13 PERFORMANCE RESERVE**

### **I.13.1 Reserve**

For purposes of this clause, a phase of implementation shall be considered to be the complete implementation of the IJIS system for one division or lesser court within the overall DCSC court structure. The Court shall reserve a percentage of each incremental payment as security against successful completion of each phase of implementation of the IJIS, until such time as the entire phase of implementation has been completed, passed all acceptance testing and has been operational for 60 consecutive days. At that point the implementation phase shall be considered complete, and the final payment for the phase of implementation shall include the previously reserved funds.

### **I.13.2 Reserve Percentage**

Due to the essential and critical nature of the services being specified in this RFP, the performance reserve shall be in an amount equal to ten percent of the Contractor's proposed contract price for the phase of implementation.

## **I.14 PRICE ADJUSTMENT**

Prices quoted are to be firm for one year after the award of this contract. A request for price adjustment is subject to approval or rejection by the Contracting Officer.

---

## **J LIST OF ATTACHMENTS**

---

- J-1 Table of Functional Requirements for the Integrated Justice Information System (IJIS)
- J-2 Pricing Tables
- J-3 The D.C. Court's System Engineering Life Cycle (SELC)
- J-4 Past performance Evaluation Form
- J-5 Past Performance Evaluation Questionnaire
- J-6 Key Personnel Information Form
- J-7 Labor Categories Form
- J-8 IJIS Legacy Data Information
- J-9 IJIS System Release Information
- J-10 IJIS Support and Maintenance Form
- J-11 District of Columbia Court Release of Claims Form
- J-12 Training Recommendation Form
- J-13 List of Abbreviations and Acronyms

---

## **K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

---

### **K.1 GENERAL PROVISIONS**

#### **K.1.1 Definition**

The term "Contracting Officer" shall mean the Executive Officer of the District of Columbia Courts or his or her authorized representative. The term "Court" shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the Court of Appeals of the District of Columbia or the District of Columbia Courts System. If the Contractor is an individual, the term "Contractor" shall mean the Contractor, his or her heir(s), executors, and administrators. If the Contractor is a corporation, the "Contractor" shall mean the Contractor and its successor. The term "District of Columbia government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.

#### **K.1.2 Termination**

- (a) The Contracting Officer may, by written notice to the Contractor, terminate this contract for the following reasons:
  - (i) If Contractor fails to comply with any of the provisions of this contract including, but not limited to, failure to perform the services within the time specified herein or any extension thereof.
  - (ii) When is in the Court's interest.
- (b) If this contract is terminated, the Court shall be responsible for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **K.1.3 Changes**

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope thereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided however, that the Contracting Officer, may in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### **K.1.4 Transfers**

This contract or any interest herein shall not be transferred by either the Court or the Contractor except upon written permission of the other party.

#### **K.1.5 Waiver**

The waiver of any, breach of this contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of this contract.

#### **K.1.6 Indemnification**

- (a) The Contractor shall indemnify and save harmless the District of Columbia government and its officers, agents and employees against any and all claims or liability arising from or based on, or as a consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractor, in the performance of this contract, regardless of whether or not any damage resulting from the Contractor's act, omission or default is cause in part by the District of Columbia government.
- (b) The Contractor shall indemnify and save harmless the District of Columbia government and its officers, agents and employees against any claim arising out of the use of any patented or unpatented invention, item or process in the performance of this contract.
- (c) The Contractor shall indemnify and save harmless the District of Columbia government and its officers, agents and employees against any claim for copyright infringement relating to any work produced, used or delivered under this contract.

#### **K.1.7 Patents and Copyrights**

- (a) The Contractor shall not make application for a patent or copyright on any invention, item, or process produced under this contract except with the written permission of the Court. The Court shall have an irrevocable nonexclusive royalty free license with the right to sublicense in any invention conceived or first actually reduced to practice in the course of or under this contract or any subcontract thereunder.
- (b) All reports, programs, manuals, discs, tapes, card desks, listing, and other materials prepared by or worked upon by the Contractor's employees under this Agreement shall belong exclusively to the Court.
- (c) Contractor agrees not to publish or disclose any material first prepared under this Agreement without prior permission of the Court.
- (d) Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Court or an irrevocable royalty free license for the Court in such work.
- (e) Contractor agrees to give the Court all assistance reasonably required to protect the rights defined in these provisions.

#### **K.1.8 Covenant Against Contingent Fees**

The Contractor warrants that no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting a bona fide employee or agency maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Court shall have the right to terminate this contract without liability or in its discretion to deduct

from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

**K.1.9 Payment**

The Court shall pay the Contractor for services performed by the Contractor in the manner set forth in this contract, at the rate prescribed upon the submission by the Contractor of proper invoices or time statements, at the time provided for in this contract, to the Financial Operations Division for contracts involving the Superior Court of the District of Columbia Courts System or to the Clerk of the District of Columbia Appeals for contracts involving the District of Columbia Court of Appeals.

**K.1.10 Independent Contractor Relationship**

It is expressly understood and agreed that the professional technical personnel assigned by the Contractor to work under this Agreement are the Contractor's employees or agents. Under no circumstances are such individuals to be considered Court employees or agents. Contractor and its employees shall be considered in an independent contract relationship with the Court at all times.

**K.1.11 Security**

Contractor agree that its employees shall treat as strictly confidential, all information received as a result of the performance of this Agreement. Such information will not, except as required by law, be disclosed to anyone outside of the Court's organization during the period of this Agreement or thereafter.

**K.1.12 Officials not to Benefit**

No member of or delegate to Congress, or officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this, contract is made with a corporation for the corporation's general benefit.

**K.1.13 Examination of Books, etc.**

The Contracting officer shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

**K.1.14 Recovery of Debts**

The Contractor hereby agrees that the Court may use all or any portion of any consideration or refund due Contractor under this contract to satisfy in whole or part, any debt due to the District of Columbia government.

#### **K.1.15 Appropriation of Funds**

The Court's liability under this contract is contingent upon the availability or appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the Court for the payment of any money shall not arise unless such appropriate shall have been provided.

#### **K.1.16 Non-Discrimination in Employment**

- (a) The Contractor shall not discriminate in any manner against an employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical handicap, matriculation, or political affiliation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical handicap, matriculation or political affiliation. The affirmative action shall include, but not to be limited to the following: Employment, upgrading, or transfer; recruitment or recruitment advertising; demotion, layoff, or termination; rated or pay, other forms of compensation; and selection for training and apprenticeship.
- (b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions in subsection (a) of this clause.
- (c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical handicap, matriculation or political affiliation.
- (d) The Contractor agrees to send each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice advising each labor union or worker's representative of the commitment Contractor has made pursuant to subsection (a) of this clause.
- (e) The Contractor agrees to permit the Contracting Officer access to the Contractor's books, records, and accounts, pertaining to its employment practices for purposes of investigation to ascertain compliance with the provisions contained in this clause.
- (f) The Contractor shall include in every subcontract the provisions contained in subsections (a) (b) (c) (d) and (e) of this clause so that such provisions will be binding upon each subcontractor.

#### **K.1.17 Laws**

The provisions contained in Clauses 4 and 31 of the "Standard Contract Provisions for use with District of Columbia Government Supply and Service Contracts - December, 1984," and any subsequent modifications thereof, are applicable, when appropriate, to this contract.

### K.1.18 Governing Law

This Agreement shall be governed by the laws of the District of Columbia both as to interpretation and performance.

### K.1.19 Disputes

Any dispute arising under or out of this contract is subject to the provisions of the District of Columbia Courts' "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

## K.2 ETHICS IN PUBLIC CONTRACTING

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.
- E. It shall be a breach of ethical standards for any employee, former employee, or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

### K.1K.3 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

#### K.1.1K.3.1 Definitions. As used in this provision

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S. C.) and as further defined in regulation at 21 CFR 1308.11- 1308.15.

Formatted: Bullets and Numbering

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

~~K.1.2~~**K.3.2** **Drug Free Workplace Program Elements**

Formatted: Bullets and Numbering

By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it shall perform the tasks listed below - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

~~K.1.2.1~~**K.3.2.1** **Published Notification**

Formatted: Bullets and Numbering

Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

~~K.1.2.2~~**K.3.2.2** **Drug Free Awareness Program**

Formatted: Bullets and Numbering

Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor’s policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

~~K.1.2.3~~**K.3.2.3** **Provide Notification to Employees**

Formatted: Bullets and Numbering

Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.3.2.1 of this provision.

~~K.1.2.4~~**K.3.2.4** **Enforcement**

Formatted: Bullets and Numbering

Notify such employees in writing in the statement required by subparagraph K.3.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee shall:

- ~~(i)~~ Abide by the terms of the statement; and
- ~~(ii)~~ Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction.

~~K.1.2.5~~**K.3.2.5** **Notify Contracting Officer**

Formatted: Bullets and Numbering

Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.3.2.2 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.

~~K.1.2.6~~**K.3.2.6** **Employment Actions**

Formatted: Bullets and Numbering

Within 30 calendar days after receiving notice under subdivision K.3.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- ~~(i)~~ Take appropriate personnel action against such employee, up to and including termination; or
- ~~(ii)~~ Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

~~K.1.2.7~~**K.3.2.7** **Good Faith Effort**

Formatted: Bullets and Numbering

Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.3.2.1 through K.3.2.6 of this provision.

~~K.1.3~~**K.3.3** **Not Engage in Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance**

Formatted: Bullets and Numbering

By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

**K.1.4K.3.4 Failure to Provide Certification**

Formatted: Bullets and Numbering

Failure of the Offeror to provide the certification required by paragraphs K.3.2 or K.3.3 of this provision renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).

**K.1.5K.3.5 False, Fictitious, or Fraudulent Certification**

Formatted: Bullets and Numbering

In addition to other remedies available to the Government, the certification in paragraphs K.3.2 or K.3.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.1.6K.3.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Formatted: Bullets and Numbering

Print Name of Authorized Representative Title

Signature of Authorized Representative Title

**K.2K.4 ACKNOWLEDGMENT OF AMENDMENTS**

Formatted: Bullets and Numbering

The bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

**NOTE:** Bidder may acknowledge addendum here or on addendum or both.

**K.3K.5 WALSH-HEALY ACT**

Formatted: Bullets and Numbering

If your bid is \$10,000 or more, the following information **MUST** be furnished:

- (a) Regular Dealer

- ( ) The Bidder is a Regular Dealer pursuant to Clause 30 or the Standard Contract Provisions.
- ( ) The Bidder is not a Regular Dealer pursuant to Clause 30 of the Standard Contract Provisions.
- (b) Manufacturer
- ( ) The Bidder is a Manufacturer pursuant to Clause 30 of the District of Columbia Government Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract.
- ( ) The Bidder is not a Manufacturer pursuant to Clause 30 of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract.

**K.4K.6 BUY AMERICAN CERTIFICATION**

Formatted: Bullets and Numbering

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

**K.5K.7 OFFICERS NOT TO BENEFIT CERTIFICATION**

Formatted: Bullets and Numbering

Each Bidder shall check one of the following:

- \_\_\_ (a) No person listed in Clause 16 of the Standard Contract Provisions shall benefit from this contract.
- \_\_\_ (b) The following person(s) listed in Clause 16 may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract.

**K.6K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

Formatted: Bullets and Numbering

- (a) Each signature on the bid is considered to be a certification by the signatory that:
  - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;

- (2) The prices in this bid have not been and shall not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
  - (3) No attempt has been made or shall be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:  

---

(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
    - (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
  - (3) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**K.7K.9 TYPE OF BUSINESS ORGANIZATION**

Bidder operated as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a corporation, incorporated under the laws of the State of \_\_\_\_\_, ( ) a joint venture, ( ) other.

Formatted: Bullets and Numbering

**K.8K.10 PAYMENT IDENTIFICATION NUMBER  
(DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S))**

The Court utilizes an automated vendor database. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their bids. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Formatted: Bullets and Numbering

Individuals must submit their social security numbers since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number: \_\_\_\_\_

or

Social Security Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

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

Type of Business: \_\_\_\_\_

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

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION SHALL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID D-U-N-S NUMBER.

**K-9K.11**

**NON-DISCRIMINATION**

Formatted: Bullets and Numbering

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
1. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontract or vendor.

**K.12 CERTIFICATION OF ELIGIBILITY**

PROJECT NAME: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or State agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.13 TAX CERTIFICATION AFFIDAVIT**

For all bids/offers over 100,000.00, the following affidavit is required:

\_\_\_\_\_, 20 \_\_\_\_.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning the payment of my tax liability:  
State \_\_\_\_\_  Current  Not Current  
Unemployment Insurance \_\_\_\_\_  Current  Not Current
3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue  Yes  No,  
and/or the Department of Employment Services  Yes  No.
4. My tax numbers are as follows:

D.C. Employer Tax ID No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

D-U-N-S No.: \_\_\_\_\_

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

\_\_\_\_\_  
Signature of Person Authorized to Sign Title  
This Document

\_\_\_\_\_  
Typed or Printed Name

Name of Organization \_\_\_\_\_

Notary: Subscribed and sworn before me this \_\_day of \_\_\_\_\_, 20 at  
\_\_\_\_\_ Month and Year City  
and State

**K.14 ANTI-COLLUSION STATEMENT**

TO ALL BIDDERS/OFFERORS:

THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.

In the preparation and submission of this bid/proposal on behalf of \_\_\_\_\_ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: \_\_\_\_\_

COMPANY

BUSINESS ADDRESS

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Public

## **L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 SOLICITATION PROVISIONS**

#### **L.1.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more of the following solicitation provisions and/or contract clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) shall make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1, CHAPTER 15)

#### **SOLICITATION PROVISIONS**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUN 1999)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGAUGE	(APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	(APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	(DEC 1999)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

#### **L.1.2 FAR 52.233-2 Service of Protest (AUG 1996)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO and the Assistant General Counsel (address shown below), by obtaining a written and dated acknowledgment of receipt from the aforementioned:

Contracting Officer: District of Columbia Courts  
Administrative Services Division Procurement and Contracts Branch  
Attn: April Carter, Contract Specialist  
515 Fifth Street, N.W., Suite 319  
Washington, D.C. 20001  
(202) 879-4240

The copy of any protest shall be received in the office designated above on the same day or within one day of filing a protest with the GAO.

#### **L.1.3 FAR52.216-1 Type of Contract (APR 1984)**

The Court anticipates the award of a single multi-year contract for the product(s) and phased implementation and data conversion of The Court's IJIS. The contract shall include a mixture of

tasks orders, including Firm Fixed Price, and Time and Materials using the fixed unit prices established by the contract.

#### **L.1.4 Contract Award**

The Court intends to award a contract to the responsible Offeror for the services required under this RFP to the Offeror whose proposal is determined to be most advantageous to The Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Section M.1, a firm must meet the general responsibility criterion specified in section M.4.A. of this RFP to be considered for award.

The Court may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical, and other factors.

The Court reserves the right, without liability to The Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Superior Court.

#### **L.1.5 COMMUNICATION BEFORE AWARD**

Until a formal notice of award is issued, no communication by The Court, whether written or oral, shall be interpreted as a promise that an award shall be made.

##### **L.1.5.1 Pre-Proposal Conference**

A pre-proposal conference was held at 9:00 a.m. on July 11, 2002, at the Office of Contracts and Procurement, Room 319, 515 5th Street, N.W., Washington, D.C. 20001. If you were unable to attend, the Powerpoint presentation for that meeting is available electronically.

##### **L.1.5.2 Questions:**

Questions concerning this Request For Proposals must be directed in writing to:

April Carter, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Superior Court  
515 Fifth Street, N.W., Suite 319  
Washington, D.C. 20001  
Telephone Number: (202) 879-4240  
Facsimile Number: (202) 879-0470  
Email address: carteraj@dcsc.gov

Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it in writing at least ten days prior to the proposal submission date. Requests should be directed to the procurement contact person at the address listed above. Any substantive information given to a prospective Offeror concerning a solicitation shall be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in

submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

#### **L.1.6 Amendments to Request for Proposal**

The terms and conditions of this RFP may only be modified by written amendments issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The Court must receive the acknowledgment by the date and time specified for submission of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

### **L.2 EXAMINATION OF SOLICITATION**

Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so shall be at the Offeror's risk.

### **L.3 PROPOSAL SUBMISSION**

#### **L.3.1**

Proposals shall be hand delivered or mailed to the following address:

— District of Columbia Courts  
— Administrative Services Division  
— Procurement and Contracts Branch  
— Attn: April Carter, Contract Specialist  
— 515 Fifth Street, N.W., Suite 319  
— Washington, D.C. 20001

#### **L.3.2**

Proposals shall be submitted no later than August 16, 2002, 3:00 pm EDT.

#### **L.3.3**

The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number CSP-02-019

Caption: "IJIS"                      Proposal Date Due: August 16, 2002

The Courts shall not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, The Courts shall not accept telegraphic offers.

#### **L.3.4 Proposal Submission Date and Time, Late Submission, Modifications, and Withdrawals**

Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated DCSC office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one or more of the following circumstances apply:

- The proposal or modification was sent by registered or certified mail no later than the fifth calendar day before the date specified for receipt of offers;
- The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by The Court after receipt; or
- The proposal is the only proposal received.

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

A late modification of a successful proposal which makes its terms more favorable to The Court shall be considered at any time it is received and may be accepted.

A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.3.5 Confidentiality of Submitted Information**

Offerors who include in their proposals data that they do not want disclosed to the public or used by The Court except for use in the procurement process shall mark the title page of the proposal document with the following legend:

"This proposal includes data that shall not be disclosed outside the Superior Court of the District of Columbia and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

The specific information within the proposal which the Offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal."

#### **L.3.5.1**

Note that The Court shall have the right to duplicate, use, or disclose the data to the extent consistent with The Court's internal needs in the procurement process, including share the information with the Court's contractor assisting with the acquisition from NAID, Inc. The NAID staff will adhere to the same non-disclosure standards as the Court's personnel. The Court may, without permission of the Offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

#### **L.3.6 Public Disclosure under FOIA**

Trade secrets or proprietary information submitted by an Offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to The Court. However, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Offeror's entire proposal is proprietary shall have no effect whatsoever.

#### **L.3.7 Retention of Proposals**

All proposal documents shall be the property of the Court and retained by The Court, and therefore shall not be returned to the Offerors. One copy of each proposal shall be retained for official files and shall become a public record after the award and open to public inspection. It is understood that the proposal shall become a part of the official file on this matter without obligation on the part of The Court except as to the disclosure restrictions contained in Section L.3.5 and L.3.6.

#### **L.3.8 Right to Reject Proposals**

The Court reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

#### **L.3.9 Proposal Preparation Costs**

Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by The Court to facilitate the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

### **L.4 GENERAL INSTRUCTIONS**

#### **L.4.1 Proposal Information and Format**

At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section C - Description/

Specifications/Work Statement. The proposal shall include the requisite legal representations, resources that shall directly be employed in the project, client references, and a description of similar services provided by the Offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

#### L.4.1.1

The contract award shall be based on evaluation of the following factors:

- Technical Excellence
- Compliance with the Solicitation Requirements
- Past Performance and Prior Experience
- Management Capability
- Price

Offerors are cautioned that in conducting the evaluation, The Court may use data provided by the Offeror in its proposal as well as data obtained from other sources. While The Court may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Offeror.

An Offeror shall submit all the information required by this solicitation. Failure to provide all the required information may result in elimination of the Offeror from further consideration for award. The Court intends to award a contract based on initial offers received, without discussions or negotiations of such offers. The Court reserves the right to conduct discussions if the CO determines them to be necessary. Therefore, it is critical that each offer be fully responsive to the solicitation, without exception to any provision.

Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. Each page shall have margins of at least one inch on each side. Sections shall be clearly numbered and cross-referenced to the technical requirements matrix included in Section J, Attachment J-1. Type for text shall be at minimum 12-point Times Roman and shall be single spaced. Fold outs are allowed, but shall not be used for text. Type faces within graphics shall be no less than nine-point Arial. Tabs shall be used to clearly delineate large sections within the technical and price proposals. Each Offeror shall submit one original and five copies of the Technical Proposal, and five separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

Submit your technical proposal as a separate part of the total proposal package. Do not include any cost or pricing details in the technical proposal. All Offeror responses to this solicitation must follow the outlines and instructions as described herein.

The Court may reject any or all offers or accept other than the lowest price.

The Offeror's proposal must be comprehensive, concise, factual, and complete in order to provide a sound basis for evaluation by The Court. All price data in the Offeror's price proposal must be fully substantiated.

The Offeror shall not submit company marketing brochures or pamphlets with the proposal.

The compensation levels proposed should reflect a clear understanding of the work to be performed, and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives throughout the contract period. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Offerors are cautioned that unreasonably low compensation for professional work may indicate a lack of sound management judgment and a lack of understanding the requirement.

#### **L.4.2 Minimum Offer Acceptance Period**

"Acceptance period," as used in this provision, means the number of calendar days available for awarding a contract from the date specified in this solicitation for receipt of offers.

This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

The Court requires a minimum acceptance period of 180 calendar days.

Offerors may specify a longer acceptance period than The Court's minimum requirement. If so, the offer shall specify the following statement in their transmittal letter:

The Offeror allows the following acceptance period: 60 calendar days.

An Offer allowing less than The Court's minimum acceptance period shall be rejected.

The Offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within--

- (1) The acceptance period stated in paragraph (c) of this clause; or
- (2) Any longer acceptance period stated in paragraph (d) of this paragraph and shall so stipulate in their transmittal letter.

#### **L.4.3 Preparation of Offers**

A Standard Form 33, "Solicitation, Offer, and Award", completed and signed by the Offeror, constitutes the Offeror's acceptance of the terms and conditions of this proposed contract.

Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations.

Each Offeror shall furnish the information required by the solicitation document. The Offeror shall sign the Standard Form 33, Block 17, and fill in all blocks of Section K as required. The individual signing the offer shall initial erasures or other changes. Offers signed by an agent are to be accompanied by evidence of his authority.

Each offer must provide a full business address and telephone number of the Offeror and BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS. All correspondence concerning the offer or resulting contract shall be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to The Court satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror

shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

Proposals shall set forth full, accurate, and complete information as required by this solicitation document including any and all Attachments, Appendices, Exhibits, etc. The penalty for making false statements in proposals is prescribed in 18 U.S. C. 1001.

## **L.5 PROPOSAL FORMAT**

### **L.5.1 General**

The following general instructions apply to Volume I, Technical and Volume II, Price of the proposal:

- Each proposal submitted in response to this solicitation shall adhere in every aspect to the format and content specified below;
- The Offeror's proposal shall be presented in unclassified form;
- Proprietary information is allowed and shall be marked as proprietary using the page legend described in Section L.3.5, Confidentiality of Submitted Information;
- Clarity and completeness are of the utmost importance in each proposal. Complex or costly presentations are neither required nor desired;
- Maintain careful organization throughout the proposal. Follow any formatting, numbering, or titling instructions contained herein;
- Make volume and section introductions brief. Where format is not specified, use clear and consistent section and sub-section numbering and titling;
- Use detailed tables of contents;
- Complete the requirements matrix; and
- Address all aspects of the requirements as specified.

The following general instructions apply to Volume I, Technical and Volume II, Price for presentation of the proposal.

The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. At a minimum, the spine of each notebook shall contain the volume number, volume title, and copy number. If more than one notebook is required for a Volume that Volume spine shall indicate: Volume number, title, book number, and copy number.

The front cover of each volume shall indicate the volume number, title, book number (if needed), and copy number. The Offeror may include finger tabs as appropriate to reference sections of the proposal.

Volume I - Technical Proposal shall comprise the following tabs:

Tab A	Technical Capability
Tab B	Approach to Meeting IJIS Requirements
Tab C	Past Performance and Prior Experience
Tab D	Management Capability
Tab E	Management Approach

Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information
Tab B	Contractual Information
Tab C	Other Considerations

### **L.5.2 Proposal Format and Submission Instructions**

Within each Section, the proposal pages shall be sequentially numbered. The volumes shall be submitted on 8½"×11" paper with printing on only one side. The information shall be single-spaced. The typewritten or printed letters shall be 12-point (Times New Roman recommended) and six lines per linear inch or equivalent as the minimum size standard, with no reduction permitted except organization charts or other graphic illustrations. Offerors shall ensure that the print is easily readable. Each page shall have a one inch margin on all four sides. Header and footer information (which shall not be evaluated) may be included in the 1" margin space. Fold outs for complete spreadsheets, flowcharts and/or organization charts are permissible up to 11" by 17", with printing on one side only, if secured within the volume.

While no page limitations are established, it is expected that the proposal shall be as concise as possible, while responding to and explaining how all technical requirements shall be fulfilled.

The Court reserves the right to verify/follow-up on any of the information presented in Volume I and II of the proposal.

### **L.6 VOLUME I - TECHNICAL PROPOSAL FORMAT AND CONTENT**

Volume I consists of the following:

Tab A	Technical Capability
Tab B	Approach to Meeting IJIS Requirements
Tab C	Past Performance and Prior Experience
Tab D	Management Capability
Tab E	Management Approach

Volume I - Technical Proposal addresses the Offeror's capabilities, and provides The Court with the information to determine how the Offeror shall satisfy the requirements of this solicitation. The Technical Proposal shall provide a straightforward, concise delineation of what the Offeror shall do to satisfy the requirements of this solicitation.

In order that the Technical Proposal may be evaluated strictly on the technical merit of the material submitted, no contractual or price information is to be included in the Technical Proposal.

#### **L.6.1 TAB A - Technical Capability**

The Offeror shall provide a plan for implementing an IJIS system that meets all of the requirements, functions and capabilities described in Section C of this RFP. The plan shall address interoperability within the Offeror's own solution with other systems as well as with existing legacy systems within The Court environment. It shall address a phased implementation, with different divisions of The Court being brought on line over time. The Family Court issues shall be addressed first. The plan shall include the following:

- A technical model for The Court divisional modules, including a description of the basic services that each implementation cycle must provide;
- A description of how the Offeror's proposed CMS product(s) map to The Court's overall requirements;
- Proposed technical solution for interoperating with the legacy systems and with external agencies that use or provide information to The Court;
- A description of the extended services (not specifically required by The Court) that the Offeror plans to support within the application(s);
- Proposed technical solution for providing client services, including a list of applicable standards and specifications;
- An architectural model encompassing the components, interfaces and protocols identified in elements (a) through (e) of this section;
- The technical life cycle that shall be used to implement each iteration of the implementation;
- A discussion of how the provider shall make use of The Court's implementation of the Rational products to facilitate monitoring, configuration management, and quality assurance;
- A discussion of the risks that are present in implementing the requirements described in Section C of this RFP and the steps taken to mitigate those risks;
- An analysis of any other technical issues that the Offeror feels to be of major significance; and
- The testing requirements and procedures for ensuring compliance with the Offeror's proposed plan.

#### L.6.2 Tab B - Approach to Meeting IJIS Requirements

The Offeror shall provide its plan for meeting the requirements delineated within Section C. The Offeror shall include its strategy for:

- Fulfilling the requirements identified in Section C and summarized in Attachment J-1. This should include:
- Completion of the Table provided in Attachment J-1, noting if the functionality is already present in the product, or if a customization or modernization, as defined in Section C shall be required. Also complete the column "RFP Section Where Function is Described" with the specific description of how each function shall be provided.
- Detailed discussion of how each function shall be provided. Simple statements of compliance shall not be sufficient. If the functionality shall be provided through customization or modification of the software, detailed information shall be required on how that functionality shall be added to the system.
- For any functionality that requires a modification of the software, please discuss what shall be done to take advantage of future releases without the loss of the functionality.
- A list of all sites where the proposed software has been successfully installed, including the number of cases managed annually, the scope of services provided, the types of courts supported (e.g., criminal, family, probate, appeals) and comments on the types of customization and modifications made for these courts.
- Anticipated problems (if any) and possible corrective action.

A.6.3 • If customization, modification and/or data conversion is to be performed by a company other than the provider of the COTS product(s), describe the extent of experience in

Formatted: Bullets and Numbering

implementing the product relative to the above list of courts where the software has been deployed.

### **L.6.3 Tab C - Past Performance and Prior Experience**

The Offeror is required to complete and return, with their offer, a copy of the Past Performance Evaluation Form contained in Attachment J-4 for a total of five projects. Said projects shall have been implemented within the past three years and shall demonstrate both the applicability of the product to provide CMS capabilities to a court of comparable size and scope and shall also demonstrate the ability of the integrator to customize, modify and convert data to the system. Past performance citations shall have been performed within the past three years, and all past performance citations should demonstrate the successful implementation of a fully integrated system that has been in operation for a minimum of six months.

The Offeror shall forward a copy of the Past Performance Evaluation Form, for three separate projects, along with the Past Performance Questionnaire contained in Attachment J-5 to a customer court's Program Manager, Contracting Officer, or the Contracting Officers Technical Representative. Projects selected shall be the largest (considering dollar value) completed or ongoing that relate to the requirements in Section C. The end date for each completed project shall not be more than three years prior to the release of this solicitation. Every project shall have been in full, integrated operation for at least six months. The Past Performance questionnaires shall be returned to The Court directly by the customer's representative by mail or facsimile machine. The address or fax number for these forms to be returned is included on the first page of the form.

The Contractor Past Performance Questionnaires shall be date/time stamped when received. If more than one response for the same project is received, only the first response received from the Program Manager, Contracting Officer or Contracting Officer's Technical Representative shall be evaluated. Past Performance Questionnaires submitted by the Offeror shall be returned to the Offeror unevaluated.

The Offeror shall include a three-page narrative for each of the above-cited projects, using the Past Performance Evaluation Form provided in Attachment J-4 as part of the five past performance citations requested. The prior experience information shall address:

- Compliance with technical or functional specifications or requirements;
- Ability to estimate cost;
- Competitiveness of prices offered;
- Technology refreshment;
- Quality of products and services;
- Adherence to schedules;
- Effectiveness of contract's management team;
- Response to customer requests; and
- Problems encountered and corrective actions.

Offeror's are cautioned to include relevant past performance and prior experience information in their proposals as The Court may award without discussions, using only the information provided by the Offeror in the initial proposal submission and customer provided/Court obtained past performance information.

#### L.6.4 Tab D - Management Capability

The Offeror shall provide a plan for the management of this contract that shall include:

- The composition and experience of team established to meet the requirements of this solicitation.
- Describe in detail any local organization presence and its relationship with other localities.
- Describe any significant subcontracting or contractor-teaming arrangements (see FAR 9.6) negotiated to meet the requirements of this solicitation.
- Explain how the subcontractor or team shall be managed and used to enhance the quality of the services and supplies provided. If the Offeror's proposal includes services provided by others, the Offeror shall be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime Contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.
  - a. The Offeror's plan and demonstrated ability to attract and hire skilled and competent employees with the necessary experience.
    - 1. Using the form provided in Attachment J-7, describe the labor categories used to implement this solution.
    - 2. Describe procedures and sources utilized for recruiting qualified personnel during start-up and contract performance.
    - 3. Provide details on when and where your plans, procedures, and personnel shall vary depending on contract start-up or contract performance.
    - 4. Provide resumes for key personnel, which shall at minimum include the Project Manager and the Chief Software Engineer/Architect.
  - a. Project Manager: The Offeror Project Manager must have the minimum of a PMI certification for project management. If an Offeror decides to submit another form of certification for the Offeror project manager, as a minimum, the designated project manager must satisfy the educational and experience requirements stated in the SOW and present that data in the format provided in Attachment J-6 of this proposal.
  - b. Chief Software Engineer/Architect
  - c. Other labor categories deemed key for this project.
  - b.d. Sample resumes for other labor categories

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

All Offeror personnel shall be approved by The Court security before commencing work on the IJIS project.

#### L.6.5 Tab E - Management Approach

The successful Offeror shall offer a comprehensive, logical approach to providing the functions defined in Section C and providing the phased implementation of the IJIS system.

- Provide an organizational chart and description of the project team, structured to define clear lines of responsibility, authority, and communication for the long term success of the project.
- Provide a clear discussion of communication with The Court officials, defining both the formal and informal reporting and communications tools, to include:
  - Weekly status reports,
  - Monthly formal status reports,
  - Report of performance measures for the month,
  - Projected to actual performance on each task,
  - Estimated effort to complete on each task,
  - Project vs. actual “burn rate” for labor and other resources,
  - Any problems encountered and steps taken to resolve those problems,
  - Testing results and recommendations,
  - QA review results and recommendations,
  - Update of risk management plans,
  - Planned activities for the coming month.
- Based on the Work Statement provided in Section C, the Offeror shall create a Work Breakdown Structure (WBS) for the phased implementation of the IJIS system, including the data conversion efforts associated with the implementation of each phase. The WBS shall include both a detailed list of tasks to be performed and deliverables to be provided and a WBS dictionary describing each task and deliverable.
- Based on the WBS, the successful Offeror shall prepare a detailed project plan and schedule, with estimated labor and other resource allocations, for each phase of implementation. The project plan and timeline shall be structured, at minimum, to the following levels:
  - Project
  - Phase
  - Task
  - Activity
  - Deliverable
- Labor shall be allocated at the task level. Case management is planned to be implemented in the following order, which is subject to review and change:
  - Family Court
  - Civil Court
  - Probate and Tax Court
  - Criminal Court
  - Multi-Door Resolution and Appeals Coordination
- The Court shall accept each phase of the case management system to be installed after it is operational for a continuous 60 days.
- Preference shall be given to Offerors that provide a plan with clearly marked and well explained milestones, deliverables, and payment schedules.

## L.7 VOLUME II – PRICE PROPOSAL FORMAT AND CONTENT

The Offeror's price information (Tab A) shall consist of the completed Price Schedules located in Section B, Supplies or Services and Prices/Costs as well as price and other than cost and price data supporting the Price Schedules.

The Offeror's price proposal shall become a part of the awarded contract and shall be used as the basis for computing payments to the Offeror under the ensuing contract. The Offeror's price proposal shall include all costs for the required services. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern. This pricing information shall also be used for evaluation purposes.

The Offeror's contractual information (Tab B) shall consist of the signed Standard Form 33 and a completed copy of Section K, Representations, Certifications, and Other Statements of Offerors.

This section shall also include:

- Name, Address, Telephone Number and DUNS Number of the Offeror;
- Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual;
- Articles of incorporation, partnership or joint venture agreement;
- Ownership by foreign corporation with an interest exceeding five percent;
- Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;
- Name, address, and current phone number of Offeror's contact person;
- Names, titles, and telephone numbers of the authorized negotiators;
- Disclosure details of any legal action or litigation past or pending against the Offeror;
- A statement that the Offeror knows of no conflict between its interests and those of The Court; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of The Court; and
- Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.

Other Considerations (Tab C) shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. Tab C shall also contain the Offeror's Financial Statements.

The Court reserves the right to verify/follow-up on any of the information presented in the proposal.

Bidders are encouraged to present their best price upon initial submission, as the Court reserves the right to award on submission of this proposal without further discussion. This does not

preclude the Court from exercising its right to open discussions with vendors if that is in the best interest of the Court.

#### **L.7.1 Tab A - Price PROPOSAL**

Tab A - Price Proposal comprises two sections, as follows:

Section 1.1 (Responses to) Section B, Schedule of Services, Supplies, and Prices, including the pricing tables provided in Attachment J-2.

Section 1.2 Applicable Supporting Documentation

##### **L.7.1.1 Section 1.1 - (Responses to) Section B, Schedule of Services and Prices**

Offerors shall complete Section B, Price Schedules (Tables) A through L (Attachment J-2). This information shall be submitted under Tab A, Section 1.1, of the Price Proposal.

When completing Section B, Schedules (Tables) B and E, the Offeror shall submit the proposed ceiling hourly rate for each labor category for the base and option periods. Schedules (Tables) B through G shall reflect the fully burdened ceiling rates for labor. For purposes of preparing their proposal and its price information, the Offeror shall use the labor category description created using Attachment J-7 and presented in Volume I, Tab D. These labor categories shall represent the type of labor skills that shall generally be required. All labor rates for purposes of this solicitation shall be based on services being provided in the Washington, D.C. metropolitan area.

The labor rates shall be based on the personnel required to perform the services identified in Section C.

When completing Section B, Schedules (Tables) H and I, the Offeror shall submit the indirect handling rate for the estimated travel, tools, and other direct costs per contract year.

Schedule L shall reflect the total evaluated proposal price.

##### **L.7.1.2 Section 1.2 - Applicable Supporting Documentation**

Other than cost and pricing data is required in the pricing proposal to enable The Court to perform price analysis and to make a determination of fair and reasonable prices, or if negotiations are required, to negotiate fair and reasonable prices.

Offeror's shall furnish the basis for each labor category price. Offerors shall provide a list of labor categories deemed necessary to implement, customize, modify and convert data for the functions described in Section C, and provide descriptions of the labor categories, including experience, education and skills, in Tab B of this proposal and in the management section, Tab E, of the technical proposal. Offerors are cautioned to provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice. Should Offerors fail to submit adequate explanations of their pricing methodology, the Contracting Officer may require submission of cost or pricing data necessary to determine a reasonable price.

Supporting documentation provided by the Offeror should include data such as recognized national and regional surveys as well as studies of professional, public, and private organizations, used in establishing the total rate schedule and compensation structure.

The Court may supplement the information provided in the proposal through Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead, or other available means.

The Offeror shall provide the following supporting documentation for development of direct labor rates:

Attach schedules indicating the types or categories of labor together with the labor hours for each category, and rate of compensation. All labor categories proposed must be converted to the labor categories listed in Section B, Supplies or Services and Prices/Costs. State the methodology used in computing the labor rate. In accordance with FAR 52.237-10, uncompensated overtime must be identified if used to develop the rates for this solicitation.

State whether the proposed labor rates are current rates or escalated rates. If escalation is included, state the degree (percent) and methodology.

Total compensation plan as described in FAR 52.222-46. Failure to comply with the provisions in FAR 52.222-46 may constitute sufficient cause to justify rejection of a proposal.

The Offerors basis and methodology for developing the Indirect Handling Rate proposed in Section B, Schedule L.

#### **L.7.2 Tab B - Contractual Information**

Tab B comprises the following sections:

- Section 2.1 Signed Form (SF) 33, "Solicitation, Offer, and Award"  
(Rev 9/97)
- Section 2.2 Completed Section K, Representations, Certifications, and  
Other Statements of Offerors

##### **L.7.2.1 Section 2.1 - Standard Form 33**

When completed and signed by the Offeror, SF 33 constitutes the Offeror's acceptance of the terms and conditions of the proposed contract. Therefore, the form must be executed by a representative of the Offeror authorized to commit the Offeror to contractual obligations. Offeror shall sign the SF 33 in Block #17.

##### **L.7.2.2 Section 2.2 - Section K - Representations, Certifications, and Other Statements of Offerors**

Section 2.2 shall be the completed Section K and all other forms, certifications and documents required.

#### **L.7.3 Tab C Other Considerations**

Tab C - Other Considerations shall be comprised of the following sections:

- Section 3.1 Assumptions, Conditions, and Exceptions
- Section 3.2 Current Financial Statements

#### **L.7.3.1 Section 3.1 - Assumptions, Conditions, and Exceptions**

The Offeror shall indicate assumptions, conditions, and exceptions (technical, price or otherwise) upon which the proposal is based. The Offeror shall state in their Price Proposal (Volume I) any exceptions taken to the terms and conditions of the solicitation. For each exception, the Offeror shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Offeror is advised that any exception taken to the terms and conditions of the solicitation may adversely affect their evaluation rating. The Court reserves the right not to accept any exceptions to this solicitation. If the Offeror has no assumptions, conditions, or exceptions, so state.

#### **L.7.3.2 Section 3.2 - Current Financial Statements**

The Offeror shall provide current financial statements, including annual report, balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

If other divisions, subsidiaries, or a parent of affiliated companies shall perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intra- or inter-company pricing policy.

### **L.8 ORAL PRESENTATIONS AND SITE VISITS**

Although The Court may award this contract without further discussion, at its discretion, The Court may choose to invite Offerors to make oral presentations after the initial submission of the response to proposals or conduct formal discussions with all qualified bidders.—Should The Court choose to entertain oral presentations, the top three bidders, based on the evaluation of the technical volume, shall be informed of The Court's intention.—If oral presentations are requested, the invited presenters shall be asked to provide a one-hour presentation of their proposed solution, focusing on:

- Ability to meet all functional requirements of The Court,
  - Plan for effective, phased implementation of the IJIS system across the entire enterprise,
  - Capability for managing interfaces with existing legacy systems, both internal and external, during the transition,
  - Ability to conduct phased data conversion during the implementation,
  - Ability to manage the project with minimal risks to the operations of The Court.
- In addition, the participants in the orals may be asked to present up to a thirty minute demonstration of their product.—The Court shall reserve up to a half hour for questions and answers after the demonstration.

The Court also reserves the right to visit and observe another court where the Offeror's system has been deployed in an environment of similar scope and complexity as The Court.

## M EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION FOR AWARD

Upon receipt of the written proposals, all responses shall be evaluated and ranked by The Court utilizing the written Evaluation Criteria under Section M.2. Interviews may be conducted with the three highest scoring Offerors based on the written proposal evaluation criteria.— The recommendation for award shall be based upon the total scores from the evaluation of the written proposals, and if applicable, plus the interview.— Upon approval of the recommendation of award by the Administrative Officer, The Court shall enter into contract negotiations with the highest ranked Offeror based on the combined scores of the written and interview evaluation criteria. Should the highest ranked Offeror be unable to complete negotiation of a contract with The Court, the next highest ranked Offeror shall be selected for contract negotiations.

### M.2 EVALUATION CRITERIA

Preliminary evaluation will be conducted by reviewing past performance for fundamental compliance with the requirement for three programs that represent provision of an integrated IJIS system in a court of similar size and complexity as the DCSC that has been fully operational for a minimum of six months. This review will be conducted on a pure pass/fail basis. Following that initial screening, the following criteria shall be used for the written evaluation, based on a total of 100 available points:

ITEM NO.	PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
M.2.1	Tab A	Technical Capability: Sound, logical and reasonable approach to implementation, based on industry best practices, specifically ISO-9000 or SEI CMM Level 3 standards, compliant with The Court's SELC, taking full advantage of the available tools.— Approach minimizes risk.	20
M.2.2	Tab B	Approach to meeting IJIS Requirements: — The maximum number of baseline functional requirements are already met by the product, and customization, rather than modification is required to meet the balance of requirements; the product shall be able to support all customization while still accepting standard upgrades in later product releases.	25
M.2.3	Tab C	The product has been implemented by the proposed team in at least three court systems of comparable size and complexity to The Court, and has been in full operation for a minimum of six months, with successful risk mitigation, minimal problems, successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.	25
M.2.4	Tab D	The Corporate Team has the experience, staff, resources, and organizational stability to support the IJIS project over its lifecycle.	15
M.2.5	Tab E	The Offeror provides a comprehensive plan and schedule for phased implementation of the IJIS system over multiple years, with a well-defined plan, schedule and deliverables such that project management and progress tracking shall be effective, problems shall be identified quickly and addressed effectively, risk is mitigated, quality management is practiced and the project is evaluated on an ongoing basis using clearly defined, quantitative means, in accordance with CMM Level 3 standards.	15

### **M.3 DETERMINATION OF POINTS FOR PRICE**

M.3.1 The total price for the base year and each option year should be included with the initial response to this solicitation.—The Court shall evaluate the price by adding the total price for all option years to the base year price.—Unlike the technical evaluation, the price evaluation shall be more objective. Hence, the Offeror with the lowest total price shall receive the maximum points.—All other proposals shall receive a proportionately lower total score.

M.3.2 Actual points assigned to each Offeror in this category shall be based on the Offeror's total price for the base year and all option years.—The Offeror with the lowest total price shall receive the maximum points.

M.3.3 All other proposals shall receive a proportionately lower total score.

M.3.3.1 Total Points:—(technical and price): 0-100 points adjusted for price relationship

### **M.4 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY**

M.4.1 In order to receive an award under this RFP, The Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements.—To be deemed responsible, a prospective contractor must establish that it has:

M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.4.1.3 A satisfactory record of performance;

M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.4.2 The Court reserves the right to request from prospective contractors information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of The Court within the time specified in the request.—Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds.—If a prospective contractor fails to supply the requested information, The Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information.—If the available information is insufficient to make a determination of non-responsibility, The Court's Contracting Officer shall determine the Offeror to be non-responsible.

