

State of Alabama
Request for Proposal

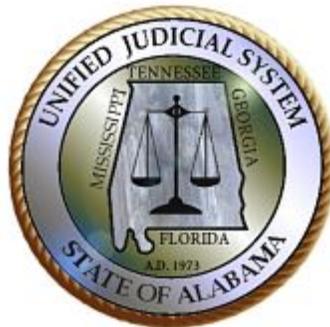
For

Case Management Solution

RFP No. 2016-01

Issued By

Administrative Office of Courts



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SECTION 1. **INTRODUCTION**

The Administrative Office of Courts of the State of Alabama (“AOC”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal to provide professional services to develop a case management software solution for the Unified Judicial System of the State of Alabama (“UJS”). It is the intention of AOC to have functioning automation of the new Case Management Solution within twelve (12) months of execution of a Contract resulting from the RFP process.

1.1 Purpose of RFP

The purpose of this RFP is to secure a Contract with a qualified Vendor to provide professional services to design, develop, automate, deliver, install, and implement a case management solution that (i) meets or exceeds the functionality and performance of the existing mainframe Statewide Judicial Information System (“SJIS”), on an open system infrastructure with an ASP.net backbone; (ii) achieves efficiencies in daily operation and workflow; and (iii) is capable of interfacing with existing third-party software utilized by the UJS. The Selected Vendor must also migrate, normalize, and validate the data from the existing SJIS to the new Case Management Solution. In providing the Case Management Solution, the Selected Vendor must develop training materials and provide knowledge transfer to AOC such that the use, support, and maintenance of the Case Management Solution can be managed by AOC.

1.2 RFP Responses

Vendors interested in obtaining such a Contract shall respond to this RFP in accordance with the instructions and provisions set forth herein. **In order to be evaluated, proposals to this RFP must be received at AOC, 300 Dexter Avenue, Montgomery, AL 36014, no later than 4:00 p.m. on January 31, 2017.**

1.2.1 General Information

At the beginning of their responses, Vendors must provide the following general information:

- (a) Vendor’s Name (Full Legal Name);



- (b) Vendor's Address (Principal Place of Business);
- (c) Name of Vendor's Contact Person;
- (d) Telephone Number for Vendor's Contact Person; and
- (e) E-mail Address for Vendor's Contact Person.

1.2.2 Format

Vendors should provide their responses in the following formats:

- (a) One (1) original and seven (7) hard copies of the response by mail to the Issuing Officer at the address stated in Section 1.4;
- (b) One electronic copy of the response on disc in PDF format by mail to the Issuing Officer at the address stated in Section 1.4. (The disc should be included in the proposal envelope with the original and hard copy responses required in subsection (a) above); and
- (c) One electronic copy of the response in PDF format via e-mail to the Issuing Officer at the e-mail address stated in Section 1.4.

This does not include any "REDACTED COPY" Vendor may choose to submit. See Section 2.14.

Each hard copy of the proposal should be bound and contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. AOC will not accept oral or faxed proposals or proposals submitted only electronically. Vendor shall make no other distribution of the proposals.

The time of receipt shall be determined by the time received in the Issuing Officer's Office. Vendors have the sole responsibility for assuring that proposals are received in the Issuing Officer's Office by the closing date and time.

Whether proposals are mailed, hand delivered, or delivered by express mail, they must be delivered to the Issuing Officer's Office at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front



desk of the Heflin-Tolbert Judicial Center and delivery to the Issuing Officer's Office before the closing date and time for receipt of responses to the RFP.

1.2.3 Identification of Proposal Envelope

- a. Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, "AOC RFP No. 2016-01," and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment A. For proposals sent by a courier such as FedEx or UPS, the sealed envelope should be placed inside the courier's envelope, the courier's envelope should be marked with the same information as recommended for the sealed envelope, and the courier's envelope should be addressed as directed in this Section.
- b. No other correspondence or other proposals should be placed in the envelope.
- c. Envelopes that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. AOC assumes no responsibility for the premature opening of any envelope not properly identified.

1.2.4 State's Vendor Registry

All Vendors must be registered with the Alabama Department of Finance, Division of Purchasing, in order to enter into any Contract with AOC. The RFP is being posted on AOC's website and the website of the Alabama Department of Finance, State Comptroller's Office, and sent to persons/entities registered with the Alabama Department of Finance, Division of Purchasing, under the following commodity code: PRF 09. If not registered with the Alabama Department of Finance, Division of Purchasing Vendors may register at the following web address: <https://procurement.staars.alabama.gov>. In any event, registration must be completed prior to the "Proposals Due/Closing Date and Time" set forth in Section 1.3 of the RFP.

1.3 Deadlines and Schedule of Events

The schedule of events set out herein is AOC's best estimate of the schedule that will be followed. However, delays in the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the closing date, is delayed, the rest of the schedule may be shifted as



appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date and time of the RFP at AOC's web address: www.alacourt.gov/rfp. After the closing date, AOC reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and Contract execution on an as needed basis with or without notice.

Description	Date	Time
Issuance of RFP	Late December 2016	N/A
Mandatory Pre-Evaluation Vendor Meeting	January 5, 2017	
Deadline for Submittal of Questions	January 12, 2017	4:00 p.m. CST
Responses to Written Questions	January 19, 2017	N/A
Proposals Due/Closing Date and Time	January 31, 2017	4:00 p.m. CST
Proposal Evaluation Completed	Anticipated 1 to 3 weeks after Closing Date	N/A
Selection Notification	Anticipated 2 to 4 weeks after Closing Date	N/A
Contract Negotiations	Anticipated 2 to 4 weeks after Closing Date	TBD
Review by Legislative Oversight Committee	Anticipated 1 to 2 months after Contract Negotiations	N/A
Contract Execution	Anticipated 2 months after Closing Date	N/A
Implementation of Case Management Solution	Anticipated 12 months after contract execution	N/A

1.4 Issuing Officer

Christopher H. Colee
 Administrative Office of Courts
 300 Dexter Avenue
 Montgomery, AL 36104



Tel: (334) 954-5113
Fax: (334) 954-3139
E-mail: chris.colee@alacourt.gov

1.5 **Definitions**

For purposes of the RFP, the following terms shall have the following definitions:

ADC – the Administrative Director of Courts of the State of Alabama.

AOC – the Administrative Office of Courts of the State of Alabama.

AlaCourt.com – third-party website that allows, among other things, subscribers to view case data and images from the courts in the UJS electronically.

AlaCourtPlus – third-party proprietary solution which currently uses Microsoft click-once protocols to accomplish filing and transmission of data to SJIS. This software currently includes and emulates existing data from the SJIS system onto an open system process and solution. This software is currently handling most day-to-day processing of electronic solutions, such as e-filing, e-docketing, judge and clerk interfaces, online payment, and storage of imaged documents, and will need to be integrated or interface with the new Case Management Solution.

AlaVault – third-party proprietary solution that serves as the central image repository for scanned and e-filed documents in the UJS.

Authorized Representative – any person or entity duly authorized and designated in writing to act for, and on behalf of, Vendor in negotiating or executing any contract with the AOC.

Business Hours – Monday through Friday, excluding holidays recognized by the State of Alabama, 8:00 a.m. through 5:00 p.m., CST.

Case Management Solution – the software, any and all Deliverables and professional services related thereto to be provided by Vendor, as more fully described in Section 4 of this RFP.

Contract – any written agreement awarded pursuant to the RFP. A Contract shall include those items described in Sections 6 and 6.14a.



Deliverable – all software code (source and object), documentation, layouts, procedures, and other work product to be provided pursuant to this RFP. The singular or plural form of this term may be used interchangeably.

Final Acceptance – AOC’s completion of testing of the Case Management Solution following statewide deployment to confirm the Case Management Solution performs according the specifications and documentation therefor, and written notice to Selected Vendor that the Case Management Solution is acceptable.

RFP – this Request for Proposal, together with all attachments, amendments, and addenda thereto, including any informational packets provided to Vendors pursuant to the Non-Disclosure Agreement (Attachment B) during the Mandatory Pre-Evaluation Vendor Meeting.

SJIS or Statewide Judicial Information System – Mainframe VSE database solution, currently used statewide by all judicial circuits within the State of Alabama for case management, and other processes like accounting, purchasing, and human resources. This is the complete bulk data solution currently maintained by AOC.

Selected Vendor – any qualified legal entity or individual chosen by AOC to negotiate a Contract for the provision of services described in this RFP.

State – the State of Alabama or the Administrative Office of Courts; these terms may be used interchangeably.

Vendor – any legal entity or individual that responds to this RFP. The singular or plural form of this term may be used interchangeably.



SECTION 2.
GENERAL INFORMATION AND INSTRUCTIONS TO VENDORS

2.1 Acknowledgment of Understanding of RFP

By submitting a response to the RFP, Vendor is acknowledging that Vendor:

- (a) Has read and thoroughly examined the information and instructions in the RFP.
- (b) Has read and understands the RFP's requirements and specifications and has familiarized itself with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.
- (c) Agrees to comply with the information and instructions contained in the RFP.
- (d) Agrees to be bound by all terms and conditions of the RFP.

Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting Contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding the RFP, Vendor must notify the Issuing Officer by submitting a question as provided in Section 2.4 of the RFP. Any exceptions to the specified terms and conditions of the RFP must be clearly set forth within Vendor's proposal and are subject to the acceptance by the AOC.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions of the existing systems, shall in no way relieve Vendor from any obligations with respect to its proposal or to the resulting Contract.

Vendor responses will remain firm and unaltered for ninety (90) days after the response due date shown or until the Contract is fully executed with any Vendor, whichever is earlier; provided, however, if a Selected Vendor is engaged in Contract negotiations, then the Selected Vendor will be allowed to make proposal modification(s) only in accordance with a request by AOC.



Any changes in Vendor's proposal or pricing in response to an AOC request are subject to acceptance by AOC. In the event price changes or proposed service changes in response to an AOC request are not acceptable to AOC, Selected Vendor's award may be rescinded. At the option of AOC, another award may be made from the Vendors that submitted proposals, or the AOC may open the process to negotiation based upon the new specifications.

2.2 Mandatory Pre-Evaluation Vendor Meeting

AOC requires that all Vendors attend a pre-evaluation meeting to review the RFP and existing software systems and to discuss questions related to the RFP. All Vendors must attend the meeting in order to submit a proposal in response to the RFP. This meeting will be held on January 5, 2017 in the Large Classroom of the Heflin-Tolbert Judicial Building located at 300 Dexter Avenue Montgomery, AL 36104. This is a mandatory meeting, and all representatives will have to sign in and execute a non-disclosure agreement in the form of Attachment B. The non-disclosure agreement protects the confidentiality of the information discussed and/or distributed in the form of informational packets or otherwise during the meeting. Failure of a potential Vendor to attend this meeting could result in disqualification of the Vendor from participating further in the RFP process.

2.3 Restrictions on Communicating with Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Vendors are not allowed to communicate for any reason with any AOC staff except (i) through the Issuing Officer named herein, (ii) during the Mandatory Pre-Evaluation Vendor Meeting, (iii) during a presentation made by any Vendor, or (iv) as provided herein. Prohibited communication includes all methods of contact or interaction, including but not limited to telephonic communications, e-mails, faxes, letters, or personal meetings such as lunch, entertainment, or otherwise. AOC reserves the right to reject the response of any Vendor violating this provision. The restrictions in this provision shall not apply to communication by any Vendor currently doing business with AOC regarding the subject matter(s) of that business in the normal course of doing business.



2.4 Submitting Questions

All questions concerning this RFP must be submitted in writing via e-mail to the Issuing Officer identified in Section 1.4 of this RFP. Only written questions will be accepted. All questions must be submitted by the deadline identified in the Schedule of Events for submitting questions. AOC may or may not elect to entertain late questions or questions submitted by any other method than as directed by this Section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question: Citation of relevant section of the RFP

Question #2 Question: Citation of relevant section of the RFP.

Vendors should not use their responses to the RFP to submit questions to the Issuing Officer. Responses to questions submitted by Vendor will be posted on the AOC website in accordance with the schedule set forth in Section 1.3. Only written responses of AOC will be binding upon AOC or the State.

2.5 AOC's Right to Request Additional Information – Vendor's Responsibility

Prior to the Contract award, AOC must be assured that the selected Vendor has the resources necessary to successfully perform under the Contract. These resources include, but are not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the requirements of this RFP, financial resources sufficient to perform the work/services required under the Contract, and experience in similar endeavors. AOC may make such reasonable investigations it deems proper and necessary in its discretion to determine the ability of Vendor to perform the services, and Vendor shall furnish to AOC all such information and data for this purpose as may be requested. AOC has the option of requesting from the Vendor any information deemed necessary to determine the Vendor's responsibility. If such information is required, Vendor will be so notified and will be permitted a reasonable time not to exceed seven (7) business days to submit the information requested. AOC reserves the right to reject any proposal if the information submitted by Vendor fails to satisfy AOC that such Vendor is properly qualified to meet the requirements of the RFP and any resulting Contract.



2.6 Failing to Comply with Submission Instructions

Responses to the RFP received after the closing date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Vendor's response must be complete in all respects, as required in each section of the RFP.

2.7 Rejection of Proposals; AOC's Right to Waive Immaterial Deviation

AOC shall have the right to reject any or all responses, to waive any irregularity or informality in a Vendor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of AOC or the State of Alabama. AOC shall also have the right to reject responses that do not contain all elements and information requested in the RFP. A Vendor's response will be rejected if the response contains any defect or irregularity that constitutes a material deviation from the RFP requirements, which determination will be made by AOC in its sole discretion.

2.8 AOC's Right to Amend and/or Cancel the RFP

AOC reserves the right to amend this RFP. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a response, Vendor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any amendments made in writing prior to the closing date and time, whether or not such amendments occurred prior to the time the Vendor submitted its response) unless expressly stated otherwise in the Vendor's response. EACH VENDOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ANY AMENDMENTS TO THE RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE VENDOR'S RESPONSE PRIOR TO THE RFP CLOSING DATE AND TIME. Vendors are encouraged to frequently check the AOC's website, www.alacourt.gov/rfp, for additional information. AOC reserves the right to cancel this RFP at any time before a Contract is awarded pursuant hereto.

2.9 No Contingent Fees

No person shall be hired or retained or given anything of monetary value to solicit or secure the Contract, excepting bona fide employees of the Vendor. For breach or violation of this provision, AOC shall have the right to reject the response or cancel the Contract without liability.



2.10 Costs of Preparing Responses

Each Vendor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The costs of developing the response and participating in the procurement process (including any protest process) are the sole responsibility of Vendors. The AOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendors' proposals, regardless of whether a particular Vendor is selected for negotiations. Any costs associated with the Mandatory Pre-Evaluation Vendor Meeting or any oral presentations to or negotiations with AOC, will be the responsibility of Vendor and will in no way be charged to AOC.

2.11 Vendor Contact

AOC will consider the person who is identified as the single point of contact in a Vendor's proposal as the contact person for all matters pertaining to the proposal, unless Vendor designates another person in writing and such a designation is agreed to by AOC.

2.12 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by AOC prior to the scheduled "Proposals Due/Closing Date and Time" will be accepted. AOC will correct the proposal after opening it.

2.13 Vendor Financial Information

Vendors may be asked to submit financial information to AOC to prove financial responsibility. Any such financial information will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 2.14, unless otherwise required by law. If requested, Vendor shall provide financial information such that a determination about the stability and financial strength of the Vendor can be readily made. This information may include but not be limited to the size and type of organization, the date of formation, ownership, number of employees, revenues for the last fiscal year, and evidence of financial condition such as audited financial statements for the most recent



three (3) years, a current Dun and Bradstreet Report, annual reports for the most recent three (3) years that contain at a minimum compiled income statements and balance sheets prepared or verified by a Certified Public Accountant, or other financial information available to Vendor. AOC reserves the right to contact Vendor's accountant and/or to request additional business and financial information from the accountant or Vendor.

Vendor must disclose any and all judgments and pending or threatened litigation against it, and other potential financial reversals, which might materially affect the viability or stability of the Vendor, or certify that no such condition is known to exist.

2.14 Procedures for Securing Confidentiality of Vendor Data

AOC takes its responsibilities under the State of Alabama's Open Records Law very seriously. If Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secrets, or otherwise not subject to public disclosure, Vendor must, in addition to the required copies set forth in Section 1.2.2, also provide AOC with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to AOC at the same time Vendor enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure.

Furthermore, Vendor shall protect, defend, and indemnify AOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's separate writing that must accompany the redacted copy.

If Vendor fails to submit a Redacted Copy with its proposal, AOC is authorized to produce the entire document(s), data, and/or records submitted by the Vendor in response to any public records request.



2.15 Evaluation and Selection

The AOC shall appoint an evaluation committee to evaluate all proposals using the criteria outlined in Section 5.3, "Evaluation Criteria," and make a recommendation to the ADC.

2.16 Total Cost of the Resulting Contract

The total cost of the Contract shall be a fixed fee, and at no time shall it exceed the total amount quoted by Vendor in response to Section 4.14 of the RFP. The total cost of the Contract will include all costs of development, implementation, and training/knowledge transfer of the Case Management Solution and each Deliverable provided by Selected Vendor pursuant to this RFP.

2.17 Contract Negotiations

Selected Vendor may be required to enter into Contract negotiations if AOC believes such are necessary or desirable. If an agreement cannot be reached to the satisfaction of AOC within thirty (30) days of notification of intent to negotiate, AOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor.

2.18 Certificate of Compliance

Vendor's response must include the completed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (E-Verify Act) found in Attachment C.

2.19 Immigration Form

Vendor's response must include the completed Immigration Form found in Attachment D.

2.20 Anti-Boycott Certification

In compliance with Alabama Act 2016-312, Vendor's response must certify that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this State can enjoy open trade. The Anti-Boycott Certification form is found in Attachment E.



2.21 (Anti-) Collusion/Fraud Statement

Vendor must submit a notarized (Anti-) Collusion/Fraud Statement, as required by § 41-16-25, Code of Alabama. The (Anti-) Collusion/Fraud Statement is found in Attachment F.

2.22 Certification of Ownership and Indemnification

Vendor must certify that it is either the lawful owner or licensee of any proprietary licenses, patents, copyrights or proprietary trade secrets used in the development and/or implementation of the Case Management Solution or that the development/implementation of the Case Management Solution is a result of or will be as a result of Vendor's original work. Vendor must be willing to agree to defend and indemnify AOC and the State against any claim by a third person or party alleging infringement of any license, patent, copyright, or proprietary trade secret. The Vendor Certification is found in Attachment G.

2.23 Disclosures and Conflicts of Interest Statement

Vendor must sign and complete the Disclosure Statement found in Attachment H to this RFP, as required by Act 2001-955.



SECTION 3. **BACKGROUND ON SJIS**

SJIS core systems include separate comprehensive case management systems for the criminal, traffic, juvenile and civil jurisdictions. Integrated into these systems are several sub-systems, which include: Civil Accounting; Criminal/Traffic/Juvenile Accounting; Criminal/Traffic/Juvenile Enforcement; Witness/Party; Warrant Management; Statewide Index; Caseload Reporting; Attorney; Judge Management; Bonding Company; Access and Juror Management.

There are 1,601 applications associated with these sub-systems. Of these applications, there are 446 online applications and 847 batch applications which support 272 screens and 648 reports, forms and notices (*See Table A in Attachment I*).

In addition, the system supports approximately 80 data exchanges with other governmental agencies and private concerns. SJIS is also integrated with AlaCourtPlus, which allows for e-filing, electronic payments, file imaging and storage, and day-to-day docketing and other processes for clerks and judges.

SJIS also generates various notices and forms that are required for the court system to function efficiently. Many of these documents are generated at the numerous court sites. However the majority of these are produced and distributed by AOC on specialized postcards. AOC prints approximately 4,000-5,000 postcards per day.

SJIS resides on an IBM mainframe system. The current platform at AOC is an IBM Z10 VSE processor that is capable of processing 576,000,000 instructions per second. Storage is provided by an IBM DS8870 storage device that is equipped with 48 146-gigabyte disc drives. Applications are written in COBOL Command-Level CICS, COBOL, and Assembler (BMS). On an average work day, there are over 1,000,000 transactions processed within SJIS. These transactions are executed in sub-second time.

SJIS is a case-based system, which means a standardized case number is used as the primary key throughout the database. Data is stored in several hundred VSAM accessed flat-files. Master files are key-sequenced with many having secondary indices for multiple methods of retrieval. Storage requirements can be estimated. (*See Table B in Attachment I*).



A basic description of the current sub-systems follows:

Civil System: This is the repository for all civil case information handled by the judicial branch for the State of Alabama. It provides reports, notices, case action summaries, party screens, attorney information, dockets and errors or problems within the system pertaining to civil cases.

Criminal System: This is the repository for all criminal case information handled by the judicial branch for the State of Alabama. It provides dockets, criminal appeals, bond forfeitures, case management, fees, filings, parties, browse, and maintenance.

Civil Accounting System: This system allows the collection of payments and records history of payments in-line with the civil system. It provides for fee sheets, receipting, financial reports, check issuing, and close-out procedures.

Criminal Accounting System: This system includes juvenile, traffic, and circuit criminal accounting, and provides receipts, financial reports, check issuing, close-out procedures and processing of all fees collected for criminal based filings.

Jury System: This system includes master list names, summons processing, juror file maintenance, juror browse, check ledger, reports, and profile maintenance. This system should include all processes which involve maintaining accurate records and solutions for juror summons and empaneling a jury.

Juvenile System: This is the repository for all juvenile case information handled by the judicial branch for the State of Alabama. It provides dockets, juvenile appeals, case management, fees, filings, parties, browse, and maintenance. Juvenile cases are confidential under Alabama law.

Traffic System: This is the repository for all traffic case information handled by the judicial branch for the State of Alabama. It provides dockets, traffic case appeals, bond forfeitures, case management, fees, filings, parties, browse, and maintenance.

Witness Party System: This system includes witness party information, numbers, assignments, printing, and management of witness information.

Alabama Child Disbursement: This system provides accounting screens for child support payments which are transacted within the state system, and in conjunction with



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transactions, user information, payment data, case action summary, and details revolving around child support information which could also include DHR information.

Other sub-systems are identified in Table A in Attachment I.



SECTION 4. **RFP PROPOSAL FACTORS**

This Section contains the detailed requirements for the provision of professional services by a qualified Vendor responding to this RFP, namely to design, develop, automate, deliver, install, implement, validate, and provide training for the Case Management Solution. Vendors are required to provide the information and/or documents requested in the “Minimum Response Documentation” sections of the RFP. The Minimum Response Documentation shall refer to the specific section of the RFP to which the documentation responds. Any documentation not properly referenced may be disregarded.

4.1 Software Development Experience

Vendor shall describe its experience (to include the total number of years) successfully developing and implementing software solutions and providing professional services similar in scope to those described in the RFP, and identify a project team that will direct the work described in this RFP if Vendor is awarded the Contract. Vendor’s project team should include, but is not limited to, a functional lead, technical lead, and a PMP certified project manager.

Minimum Response Documentation:

Vendor must describe the experience of Vendor developing, implementing, providing and supporting solutions and services similar to those described in the RFP. Additionally, Vendor must provide information specific to the personnel assigned to accomplish the work and services called for in the RFP, including a narrative description of the organization of the project team, and a personnel roster that identifies each person who will actually work on the Contract, and provides the following information about each person listed:

- (a) title;
- (b) résumé; and
- (c) description of the type of work the person will perform.



Vendor shall identify three (3) references, if possible, from current or former clients. The references should be able to attest to the experience of the Vendor and the project team in developing, implementing, and supporting software/product of similar scope. For each reference, Vendor shall provide the client name and address; contact name, title, phone number, and e-mail address; dates of service to client; and a description of the services provided.

Vendor shall provide a list of any clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address, if available; and state the length of service at the client and reason for loss. If Vendor has not lost any client in the last three (3) years, Vendor should so indicate by stating, “[Vendor] has not lost any client in the last three years.”

4.2 Case Management Solution Goals

The Case Management Solution provided must meet at least the following goals, as more fully described in this RFP:

- (a) Modernize SJIS by including the current functionalities of the mainframe database in an open ASP.net infrastructure while maintaining or exceeding the performance aspects of the current system (e.g., sub-second response times);
- (b) Migrate and normalize the data currently in SJIS to a relational database (Microsoft SQL Server 2008 R2 or above) and develop a name-based index;
- (c) Redesign data entry screens, navigation, and reports to be more efficient and user-friendly;
- (d) Develop appropriate interfaces to maintain integration with, and communication between, the Case Management Solution and current plug-ins, third-party software (such as AlaCourtPlus and AlaVault), and agencies/offices throughout the Unified Judicial System of the State of Alabama; and



- (e) Provide training and knowledge transfer to permit AOC to maintain and support the Case Management Solution following Final Acceptance.

Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.3 Minimum Functionalities

- a. Any replacement for or upgrade to SJIS must be able to provide at a minimum the same level of functionality and performance that are currently being realized. Aside from the typical file maintenance processes inherent in all IT systems, the Case Management Solution must be able to perform the specific tasks described in Section 3 above. Sub-second response times are a must.
- b. The Case Management Solution must integrate the accounting processes and interface with the existing AlaCourtPlus so that manual entry of the data to be processed into SJIS is not required. The majority of the bookkeeping that is done by the Circuit Clerk's office on a daily basis is done from SJIS. Some items that must be transferred from the existing SJIS system to the Case Management Solution include the monthly disbursement schedules, receipting cases in both civil and criminal for cash, money order, and official checks, reconciliation statements, etc.
- c. The Case Management Solution must produce the reports that are currently produced by SJIS, such as the daily and monthly reports, disbursement reports, and charge code lists. The Case Management Solution must allow users to customize and create ad hoc reports from the various data sets maintained in the system.
- d. The Case Management Solution must have the ability to interface with the Electronic Warrant Management System (eWarrants), which is currently testing in a handful of counties. This tool allows the magistrate to review the complaint and deposition sent electronically from the law enforcement portal and if probable cause is found, issue an arrest warrant for law enforcement to serve. Once the warrant has been served, law enforcement will notify the database that



the district criminal case can be setup in the system. eWarrants allows the judge to issue bench warrants or writs of arrest.

- e. The Case Management Solution must enhance and further develop the existing jury management sub-system. A further description of the current existing jury management application will be provided at the Mandatory Pre-Evaluation Vendor Meeting.
- f. The Case Management Solution must also provide the ability to transfer cases electronically between counties. This ability must be fully automated or as automated as possible to reduce redundancy for the Circuit Clerks.

Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.4 Technical Requirements

- a. The Case Management Solution must utilize a SQL database as the storage facility. This will require conversion of the current SJIS VSAM flat-file system to a relational database (i.e., Microsoft SQL Server 2008 R2 or above) for ease of integration. However, AOC's preferred method for importing or exporting data is Microsoft SQL Server 2014. The new database must be normalized by the Selected Vendor, including the removal of repeating groups and the reduction of data redundancy.
- b. The Case Management Solution must be developed to provide secure web-based access to users at any location. Minimum browser requirements must be supported by the most current browser versions (e.g., Internet Explorer, FireFox, Chrome, Safari). Ideally, the Case Management Solution would also be accessible securely via mobile devices (e.g., iOS (Apple), Android).
- c. The Case Management Solution must be developed to run on a web-enabled platform using current TLS practices to ensure secure transactions.
- d. The Case Management Solution must be able to run on Microsoft Windows Server 2012 or later.



- e. Vendor's reporting services should be equal or comparable to Microsoft SQL Server 2008 R2 or above server reporting service.
- f. The Case Management Solution must be accessible from Microsoft Windows 7 or later.
- g. Vendor shall specify the amount of storage space necessary to meet the needs described.
- h. The Case Management Solution must be developed to transmit and receive data on a 3mb connection for each site.
- i. The Case Management Solution must be able to support at least five thousand (5,000) concurrent users.
- j. The data must be in relational format for ease of integration.
- k. The Case Management Solution must support all record maintenance functions associated with database management systems.
- l. Records must be capable of being electronically uploaded to AOC's electronic content management system (AlaVault). In addition, translation and migration of all existing data and images will need to be performed.
- m. Any portion of the Case Management Solution and data housed by Selected Vendor must be housed solely on servers located in the United States.
- n. The proposal shall list any hardware required by AOC to use the Case Management Solution. Should AOC need to purchase additional hardware, AOC will purchase such hardware outside this RFP.
- o. If there are pre-existing works to be licensed as part of the Case Management Solution, a detailed explanation of the software licensing requirements must be provided by Vendor as part of its proposal. The explanation shall include, at a minimum, an explanation of all of the following that apply: end-user licensing, software module licensing, concurrent user licensing, per-user licensing, per-seat licensing, perpetual per-server licensing, license maintenance, third-party software licensing, and other licensing requirements. Vendor will be solely



responsible for acquiring and maintaining any licensing agreements under the resulting Contract.

Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.5 Data Migration and Normalization

All data in SJIS must be migrated to the SQL database, and a validity check done to ensure that the migration and import of existing data has not been compromised. The Case Management Solution must be name-based and not case-based. This will require the removal of all names from the current files and the consolidation of these into a name-master database of unique identifiers. Currently, names are duplicated throughout the system. Demographic data along with any other data related directly to the identifier will be stored within the name-master database. A unique name key must be generated by algorithm from a combination of the name-master name, sex, race, birth date, etc. An index will be created to associate the name key with cases. This will facilitate only partial redesign of the data model as access to the non-name identifiers can remain as is.

Minimum Response Documentation:

Vendor shall describe in detail its plan to meet this requirement.

4.6 User Access and Auditing/Logging

- a. The Case Management Solution must allow for role-based access and permit AOC to assign access rights to end users based on their roles within the system.
- b. Users with proper access rights should be able to create, read, update, delete, re-index/reorganize records in the system.
- c. The Case Management Solution must maintain an audit trail of all database transactions (add, change, delete) identifying the user performing the transaction, the date and the time, and the original data in instances where changes are made.



- d. Users of the Case Management Solution with the appropriate access must be able to view and print an audit report to identify any changes to the records, who changed the record, and when the change occurred.

Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.7 User-Friendly Interfaces

- a. The Case Management Solution should be designed to enhance usability, with data entry and reporting functions streamlined to allow for efficiency and flexibility and in any case, reducing or eliminating duplicative data entry.
- b. The Case Management Solution should allow for customization to handle specific screens and tasks presented by users within the system. The Case Management Solution must be able to adapt to changes which are requested, and users must be provided the ability to have special views and features beyond the foundational platform.
- c. Where appropriate, screens should be designed with the flexibility to allow users to specify "Other" as a choice and specify the reason for this selection in a free-type text option.
- d. The Case Management Solution must be designed so that use by the end user is intuitive, and extensive technical computer knowledge and maintenance are not required by the general user.

Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.8 Adaptability and Compatibility

- a. The Case Management Solution must provide access to all case information and have the capacity for growth/scalability without loss in performance.



- b. The Case Management Solution must be suitable for use at each system point within AOC. System Points include, but are not limited to clerks, judges, juvenile probation officers, attorneys, and any other current user of SJIS.
- c. The Case Management Solution must allow for standard data feed protocols such as .XML or APIs. Information from the Case Management Solution must be able to be electronically shared with all state, federal, and local agencies as deemed necessary. Web services will also need to be available to provide required data to agencies and systems as required by law.
- d. The Case Management Solution must be compatible with existing automated databases within AOC that run on a SQL server (Microsoft SQL Server 2008 R2 or above). The Case Management Solution must be able to include, incorporate, or communicate with other systems and solutions that require access to the data housed in the new database.
- e. The Case Management Solution must be capable of communicating with and providing data to all required sources. There are many additional plug-ins built into the existing system which communicate with State Personnel, Finance, AOC, Alabama Law Enforcement Agency (ALEA), District Attorneys' offices and other statewide and local agencies. The Case Management Solution should be built with this in mind.
- f. Vendor agrees to cooperate with any third-party software provider to ensure that interfaces and integration points work correctly. At all times during the term of any Contract or thereafter, Selected Vendor shall cooperate with AOC and its third-party software providers to ensure that any modifications, updates, upgrades or subsequent systems used by AOC with the Case Management Solution permit the Case Management Solution to operate as designed without loss of performance. AOC understands that any future programming required by Selected Vendor to meet this obligation after the term of the Contract may be subject to additional fees as mutually agreed by Selected Vendor and AOC. AOC shall be the final arbiter of any disputes between Selected Vendor and any third-party vendor.



Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.9 Implementation and Training

- a. Selected Vendor shall deliver all Deliverables, upon completion, to AOC for testing and acceptance. Upon delivery, AOC will commence acceptance testing to confirm that the Deliverables meet the specifications therefor and verify effective operation of the Deliverables. Selected Vendor agrees to cooperate with and assist AOC in performing such testing of the Deliverables as AOC may deem necessary or desirable in order to determine the sufficiency and functionality thereof. Upon completion of such acceptance testing, AOC shall issue to Selected Vendor notice of acceptance or rejection of the Deliverables. In the event of rejection, and provided AOC does not terminate the Contract upon rejection, AOC agrees to give its reasons for rejection to Selected Vendor in reasonable detail. Selected Vendor shall use all good faith efforts to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible, but in any case no later than ten (10) business days following notice of rejection, or if such corrections cannot be made within such time period, such corrections shall be made within the time period mutually agreed to between the parties. For the avoidance of doubt, notwithstanding any acceptance testing done during the development process, AOC shall be permitted to test and validate the complete Case Management Solution following statewide deployment prior to issuing Final Acceptance.
- b. For the purposes of knowledge transfer, Selected Vendor must document and deliver all information, source code, programming notes, meeting minutes, and processes as a complete guide for what has been done during development and implementation of the Case Management Solution.
- c. A training strategy that covers the Case Management Solution's use and support must be provided by Selected Vendor. At a minimum, the strategy should include videos and a training manual. All training materials must be provided by Vendor and included in the total cost of the Contract.



Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.10 Obligations During Any Hosting of the Case Management Solution by Selected Vendor

To the extent Selected Vendor hosts the Case Management Solution at any time during performance of the Contract, Selected Vendor shall have the following obligations:

- (a) Availability. The Case Management Solution must be available to handle transactions seven (7) days per week, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year with the exception of pre-scheduled down time during off-hours for routine system back-ups, maintenance, and upgrades. All scheduled changes/outages should only occur outside of normal Business Hours. A notice of scheduled maintenance shall be published at least forty-eight (48) hours in advance via the system website. AOC must be notified of all planned outages and must give approval to any outage outside the scheduled change window. The Vendor must provide monthly uptime reports to AOC for all components of the system. Vendor must have documented change management policy and procedures in place. A copy should be provided with the proposal.
- (b) Security. Selected Vendor must perform an annual security audit, including a vulnerability assessment prior to deployment and annually during any hosting of the Case Management Solution by Vendor. Selected Vendor shall provide AOC with reports regarding security testing. Vendor must have a documented security incident policy and procedures. A copy should be provided with the proposal.
- (c) Disaster Recovery. Selected Vendor must provide information on how the Case Management Solution, and any data contained therein, will be backed up and timely recovered in the event of a disaster. Installation of the Case Management Solution after a



disaster is the responsibility of the Vendor. In responding to this Section, Vendor should provide an explanation of its back-up and disaster recovery processes, including a time frame for disaster recovery. A copy of Vendor's back-up and disaster recovery plans should be provided with the proposal.

- (d) Data Security. Vendor must provide assurance of confidentiality of AOC data and have policies, procedures, and processes in place to ensure confidentiality of data. At a minimum, Vendor's servers must meet HIPAA, PA, and PII compliance rules. Without limiting the generality of the foregoing, Vendor must have measures in place to ensure the confidentiality of Personally Identifiable Information ("PII"), and clearly identify measures that ensure the confidentiality of PII. PII includes, but is not limited to, the following: (i) names of individuals; (ii) a home or other physical address, which includes at least a street name and name of city or town and state; (iii) a telephone number; (iv) Social Security number; (v) date of birth; and (vi) driver's license number. A copy of Vendor's data security plan should be provided with the proposal.

- (e) Data Migration. Upon completion of any hosting by Selected Vendor, Selected Vendor must take all necessary measures to assure that all data maintained has been migrated to AOC in exportable tabular format with a data dictionary to any database on the SQL server and shall cooperate with AOC or the subsequent host to transition the Case Management Solution and data. After AOC has confirmed in writing the complete and accurate migration of the Case Management Solution and data to AOC or the new host, Selected Vendor agrees to clear the State's data that resides on Selected Vendor's computer systems or servers by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. For any data maintained or backed up on disk, the following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed. Selected



Vendor will be required to certify in writing the method used including, but not limited to, the date and time of data destruction.

Minimum Response Documentation:

- Vendor shall describe in detail its plans to meet these requirements.
- Vendor shall include copies of its documented change management policy and procedures, security incident policy and procedures, back-up and disaster recovery plans, and data security plan.

4.11 Technical Support

Selected Vendor must provide technical support during normal Business Hours to AOC Information Systems Division personnel for technical problems with calls received from technical and program staff, not from end users, to assist with problem analysis and provide instructions for troubleshooting problems with the Case Management Solution for one (1) year after Final Acceptance by the AOC, unless extended in the resulting Contract.

Selected Vendor's emergency contact must be available during all non-business hours with a twenty-four (24) hour response time seven (7) days a week.

Selected Vendor's technical support must provide a published escalation policy for problems that cannot be resolved by first-line Vendor technical support personnel. Vendor's proposal shall include a copy of Vendor's service level agreements, which explain how the problem tracking process works and provide timeframes for response and resolution, and Selected Vendor shall provide AOC with reports at least monthly providing the average time for resolution of a problem.

Notwithstanding the foregoing, to maintain the integrity of AOC's system, AOC shall be responsible for installation of any Case Management Solution updates or upgrades or any third-party software installations, updates or upgrades. Selected Vendor is responsible for providing all information and details to ensure that AOC is able to make Case Management Solution modifications, updates or upgrades.



Minimum Response Documentation:

Vendor shall describe in detail its plans to meet these requirements.

4.12 Project Plan and Plan for Handling AOC Concerns

AOC expects the Vendor to provide high level project communication during the development, and provide plans for implementation and deployment, which may include but not be limited to, regular progress reports and notification of any issues that arise or that may delay delivery of the Case Management Solution. AOC desires that the Case Management Solution be implemented as soon as practicable but anticipates the Case Management Solution will be implemented within twelve (12) months of execution by AOC and the Selected Vendor of any Contract resulting from the RFP process. During the Selected Vendor's performance of work under any Contract awarded pursuant to this RFP, AOC expects the Vendor to expeditiously resolve and address any problems and complaints presented by AOC employees.

Minimum Response Documentation:

- Vendor shall include samples of previous communication and implementation plans.
- Vendor shall provide a high level project plan with milestones and Deliverables based on the requirements in the RFP.
- The project plan shall describe the activities, personnel, schedule, standards, methodology, and milestones for conducting the work, including:
 - Methods and criteria to be used by the Vendor in accomplishing the tasks;
 - Inputs and Outputs for the tasks (including Deliverables);
 - A Vendor work plan to include tasks, schedules and sequence of events, and resource requirements;



- A roles and responsibilities matrix showing what types of tasks the Selected Vendor will perform; and
- Vendor's risks and assumptions.
- Vendor shall describe in detail its plan for dealing with issues or concerns presented by AOC, detailing at what point the issue or concern would escalate to the next level of supervision or management.

4.13 Management of Work and Single Point of Contact

AOC expects a single point of contact for all matters pertaining to the work to be performed under the Contract, and for that person to act in a project oversight/project management capacity.

Selected Vendor's single point of contact will report to AOC at proposed or specified intervals via status reports and other interaction such as meetings and e-mails. Such reports should include documentation of completed work and planned work for the next period and issues to be addressed. Any change of single point of contact must be approved by AOC.

AOC reserves the right to interview proposed staff as well as to refuse any proposed staff whose qualifications are deemed inappropriate for this project.

With its proposal, Vendor must provide a list of all employees and sub-vendors who will have administrative privileges or can access data as part of the services to be provided under this RFP. All employees and sub-vendors must pass a background check prior to having administrative privileges or access to the data.

Minimum Response Documentation:

- Vendor shall identify the individual who will serve as single point of contact and provide a résumé of qualifications.
- Vendor shall describe the content of reporting that will be provided to AOC.



4.14 Cost

Vendor's proposal will be assessed in part based upon one (1) fixed, total cost for all services required under this RFP.

By submitting a response, Vendor agrees that it has read, understands, and will abide by the following:

- (a) The total cost shall be the only cost, fee, or charge by Vendor to AOC for all services required under this RFP.
- (b) The total cost quoted and listed in the proposal shall be firm throughout the term of the resulting Contract, unless otherwise noted in Vendor's response to the RFP or in the Contract, or unless it is reduced by the Selected Vendor during the performance of the Contract.

Payment by AOC may be divided and predicated on Selected Vendor's meeting the milestones and providing the Deliverables set forth in Selected Vendor's project plan in response to Section 4.12 of the RFP and agreed to in the Contract between Selected Vendor and the AOC. Selected Vendor further acknowledges and agrees that final payment may be predicated on AOC's Final Acceptance of the Case Management Solution.

Minimum Response Documentation:

- Vendor shall provide a proposed total cost for all services required under this RFP.
- Vendor shall provide a detailed breakdown of total cost for all services required under this RFP.

4.15 Value-Added Features

Vendor may identify and describe any value-added features beyond the requirements set forth in the RFP.



SECTION 5.
PROPOSAL EVALUATION, NEGOTIATIONS AND AWARD

All timely proposals will be evaluated in accordance with the steps described below. The objective of the evaluation process is to identify the proposal which AOC determines best meets the requirements of the RFP. Once the evaluation process has been completed (and any negotiations AOC desires to conduct have occurred), the Selected Vendor will be required to enter into discussions with AOC with the goal of completing and executing a Contract setting forth the terms and conditions of the parties' agreement.

5.1 Administrative/Preliminary Review

First, the proposal will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

- (a) The proposal was submitted by the closing date and time in accordance with Section 1.3.
- (b) The proposal is complete and contains all required documents.

5.2 Evaluating Proposal Factors

If Vendor's proposal passes the Administrative/Preliminary Review, Vendor's responses to SECTION 4, "RFP PROPOSAL FACTORS" will be submitted to the AOC Evaluation Team for evaluation and scoring. All assignments of points shall be at the sole discretion of the Evaluation Team.

Responses will be evaluated and scored in accordance with the point allocation in Section 5.3, "Evaluation Criteria."

Each responsive proposal will receive a total score at the conclusion of the evaluation of the RFP Proposal Factors.

The AOC Evaluation Committee will present written findings to the ADC, who will make the final selection.



Any work papers, individual evaluator or consultant comments, notes, or scores are confidential and not open to the public. Only the final results of the AOC Evaluation Committee may be considered public.

5.3 Evaluation Criteria

Proposals will be evaluated by AOC using the following criteria:

Criteria	Points
Software Development Experience	180 points
Total Cost	160 points
Data Migration and Normalization	150 points
Technical Support, Project Plan and Plan for Handling AOC Concerns, Management of Work and Single Point of Contact, and Obligations During Hosting Periods	150 points
Case Management Solution Goals, Minimum Functionalities, Technical Requirements, User Access and Auditing/Logging, User-Friendly Interfaces, and Adaptability and Compatibility	140 points
Implementation and Training	130 points
Value Added Features	90 points
TOTAL	1000 points

5.4 Method of Award

Awards will be made in the best interest of AOC and State of Alabama. The responsive and responsible Vendor receiving the highest total score and with whom AOC is able to reach agreement as to Contract terms will be selected for award. All other considerations being equal, preference will be given to resident Vendors of the State of Alabama. Upon the award of, or the announcement of the decision to award, a Contract, AOC will inform the Selected Vendor in writing.

5.5 Site Visits and Oral Presentations/Demonstrations

AOC reserves the right to conduct site visits and to invite the Vendors with the highest two (2) or three (3) total scores to present and demonstrate their proposal factors to the Evaluation Committee. AOC will schedule the time and location of these site visits



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or presentations, if required. This is a fact finding and explanation session only and does not include negotiation. Based on the site visits and/or presentations/demonstrations, the Evaluation Committee may, at its discretion:

- (a) Add up to 100 points to the total score(s) of one or more of the Vendors participating in the site visits and/or presentations/demonstrations; or
- (b) Remove a Vendor's response from further consideration if Vendor fails to adequately present/demonstrate its capability to fulfill the proposal factors.



SECTION 6. **CONTRACT TERMS AND CONDITIONS**

The Contract that AOC expects to award as a result of the RFP will be based upon the RFP and the successful Vendor's final response as accepted by AOC. The "successful Vendor's final response as accepted by AOC" shall mean: the final proposal submitted by the Selected Vendor and any subsequent revisions to the Selected Vendor's proposal, the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by AOC, except that no objection or amendment by the Selected Vendor to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless AOC has explicitly accepted the Selected Vendor's objection or amendment in writing.

6.1 Contract Performance

It is contemplated that Selected Vendor's Case Management Solution will be implemented within twelve (12) months of execution by AOC and the Selected Vendor of any Contract resulting from the RFP process. The work and professional services to be provided by Selected Vendor under the Contract shall not be deemed completed until one year after Selected Vendor receives written notice of Final Acceptance from the AOC. See Section 4.11.

6.2 Cooperation Between Selected Vendor and AOC

Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the resulting Contract by Selected Vendor without consultation of AOC.

6.3 Taxes

Selected Vendor will be responsible for the payment of any and all applicable county, municipal, State, and Federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.



6.4 Assignment

The selected Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of AOC. Any purported assignment without the prior written consent of AOC is void. Any agreement by AOC or the Selected Vendor to assign any portion of the Contract shall not constitute a waiver by AOC of the requirement that it consent in writing prior to any subsequent assignments.

6.5 Liability and Indemnification

Selected Vendor will defend, indemnify, and hold harmless the State of Alabama, AOC, and their respective officials and employees, from and against any and all loss or damage, including court costs and attorney's fees, for liability claimed against or imposed upon AOC related to or arising from or as a consequence of the breach of any duty or obligation of Selected Vendor related to this RFP or resulting Contract; any negligent or wanton acts, errors, or omissions of Selected Vendor, its officers, employees, agents, representatives, and/or sub-vendors, and their respective officers, employees, agents, or representatives related to, in connection with, or incident to, the performance of the resulting Contract, or arising from or related to Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Selected Vendor and sub-vendors, or claims under similar such laws or obligations. Selected Vendor's obligations under this Section will not extend to any liability caused by the sole negligence of AOC or its employee(s).

Selected Vendor will provide legal representation of AOC's choice for AOC, and any officials or employees of AOC, in defending any lawsuits or claims related to or arising from the RFP, the Selected Vendor's response to the RFP, any resulting Contract, and the Case Management Solution. Selected Vendor will pay all judgments and costs rendered against AOC or any officials or employees of AOC in said suits, including attorney's fees.

Selected Vendor will do nothing to prejudice AOC from recovering against third parties for any loss or damage to the State, and will, upon request of AOC and at Selected Vendor's expense, furnish to AOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of AOC, in obtaining recovery.



AOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the Contract or use of Vendor provided supplies or services.

6.6 Insurance Coverage

Before signing the Contract, Selected Vendor must file with AOC certificate(s) from Selected Vendor's insurer(s) showing the amounts of insurance carried and the risks covered thereby. At a minimum, coverage must include but not be limited to one million (\$1,000,000.00) per occurrence for liability for acts or omissions of Selected Vendor, its employees, and sub-vendors. Coverage must include, but not be limited to Comprehensive General Liability, Professional Liability (covering errors and omissions), Umbrella Liability, Worker's Compensation Employer's Liability, and insurance covering claims regarding infringement of intellectual property. Selected Vendor will also be required to name AOC, before Contract execution, as an additional insured, and shall provide AOC with certificate(s) from Selected Vendor's insurer(s) certifying it/they have done so. The coverages required by this Section shall be maintained until Selected Vendor's performance is complete.

6.7 Bribery Conviction

Vendor certifies compliance, or agreement to comply, with the following legal requirements:

- (a) No person or business entity will be awarded a Contract or subcontract if that person or business entity:
 - (i) Has been convicted of bribery or attempting to bribe an official or employee of the State of Alabama, or any governmental entity, in that official's or employee's official capacity; or
 - (ii) Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.



- (b) No business will be barred from contracting with AOC as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
 - (i) The business has been finally adjudicated not guilty; or,
 - (ii) The business demonstrates to AOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- (c) When an officer, agent, or employee of a business committed bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible officer of the business, the business will be chargeable with the conduct.

6.8 Felony Conviction

No person or business entity who has been convicted of a felony or whose officer, director, or member has been convicted of a felony, is eligible to do business with AOC from the date of conviction until three (3) years after the date of completion of the sentence for such felony, unless the person(s) held responsible by a prosecutorial authority for the facts upon which the conviction was based no longer have any involvement with the business entity.

6.9 Confidentiality

Any documents or information obtained by Vendor from AOC in connection with this RFP or the resulting Contract will be kept confidential and will not be provided to any third-party unless AOC approves disclosure in writing. All such documents or information shall be subject to the NDA between AOC and Vendor and used solely for the purposes of fulfilling Vendor's obligations under this RFP and any resulting Contract.

6.10 Work Product

- a. All software code, documentation, layouts, procedures, and other work product (each, a "Deliverable") developed by Selected Vendor pursuant to this RFP and any resulting Contract shall be owned by AOC and shall be considered work made



for hire by Selected Vendor for AOC. With the sole exception of any preexisting works identified in subsection (b) below, Selected Vendor agrees to assign, and upon creation of each Deliverable hereunder, automatically assigns, to AOC, its successors and assigns, ownership of all right, title and interest in each and every Deliverable, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by Selected Vendor for AOC. From time to time upon AOC's request, Selected Vendor and/or its personnel shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as AOC may request. Selected Vendor hereby irrevocably appoints and designates AOC or its agents as Selected Vendor's agents and attorneys-in-fact to act for and in Selected Vendor's behalf and instead of Selected Vendor, to execute such documents and to take such actions as AOC believes are necessary to accomplish and effectuate the foregoing assignment. AOC and its successors and assigns shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Deliverables. Without limiting the generality of the foregoing, Vendor agrees that the State of Alabama is the owner of all data maintained on the systems described in this RFP.

- b. In the event that any Deliverable constitutes a pre-existing work or derivative work of any preexisting work, Vendor shall include in its proposal references to the nature of such preexisting work, its owner, any restrictions or royalty terms applicable to AOC's use of such preexisting work, and the source of Vendor's authority to employ the preexisting work in the preparation of the Case Management Solution. Unless otherwise specifically approved in writing by AOC, before initiating the preparation of any Deliverable that is a derivative work of a preexisting work, Vendor shall obtain on behalf of AOC, its successor and assigns, the irrevocable, nonexclusive, worldwide, perpetual, royalty-free right and license to (i) use, execute, reproduce, modify, display, perform, license, disclose, distribute internally or externally, and prepare derivative works based upon all preexisting works and derivative works thereof, and (ii) authorize or sublicense others from time to time to do any or all of the foregoing. In no event shall Vendor use open-source code without the express written authorization of AOC.



6.11 Infringement Indemnification

Selected Vendor will, at its expense, defend and indemnify AOC against all claims, asserted by any person, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right, or misappropriates or violates any proprietary or privacy right and will, without limitation, pay the costs, damages, and attorney fees awarded against AOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against AOC for its use or operation of the items provided by Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, in addition to its indemnification obligations, at its expense:

- (a) modify the item so that it becomes non-infringing but equivalent in performance and functionality;
- (b) procure for AOC the right to continue to use the item;
- (c) substitute for the infringing item other item(s) having at least equivalent performance and functionality; or
- (d) if none of the foregoing is reasonably feasible, refund to AOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs AOC may incur to acquire substitute services.

6.12 Representations and Warranties

- a. Selected Vendor represents and warrants (i) that it has and will have full and sufficient right to assign or grant the rights granted in the Case Management Solution pursuant to this RFP and any resulting Contract; (ii) that the Case Management Solution, and each Deliverable, do not and will not infringe any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, proprietary or similar rights of any third-party, nor has any claim (whether or not embodied in an action, past or present and, including without limitation, any cease and desist letter) of such infringement been



threatened or asserted, or is such a claim pending, against Selected Vendor (or, insofar as Selected Vendor is aware, any entity from which Selected Vendor has obtained such rights).

- b. Selected Vendor represents and warrants (i) that all services shall be performed in a timely, professional, and workmanlike manner and in accordance with industry best practices and the terms of this RFP and any resulting Contract; (ii) that the Case Management Solution, and each Deliverable, will function on the hardware and with operating systems for which they are designed; (iii) that the Case Management Solution, and each Deliverable, will conform to the specifications and functions set forth in the documentation relating thereto; and (iv) that Selected Vendor will perform all work called for hereunder in compliance with applicable law.
- c. Selected Vendor represents and warrants that the Case Management Solution, and each Deliverable, do not and will not contain any program routine, device, code, or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, spyware, bug, error, defect or trap door, that is capable of (or allowing any untrusted party to be capable of) accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming the Deliverables or Case Management Solution, any AOC computers, networks, data or other electronically stored information, or third-party computer programs or systems (collectively, "Disabling Procedures"). If Selected Vendor incorporates into the Case Management Solution programs or routines supplied by other vendors, licensors, or contractors, Selected Vendor shall obtain comparable warranties from such other providers or Selected Vendor shall take appropriate action to ensure that such programs or routines are free of disabling procedures. Notwithstanding any other limitations in this Agreement, Selected Vendor agrees to notify AOC immediately upon discovery of any Disabling Procedures that are or reasonably suspected to be included in the Case Management Solution, Deliverables, code or documentation, and if Disabling Procedures are discovered or reasonably suspected to be present in the Case Management Solution, Deliverables, code or documentation, Selected Vendor, at its entire liability agrees to take action immediately, at its own expense, to identify and eradicate



(or equip AOC to identify and eradicate) such Disabling Procedures and carry out any recovery necessary to remedy any impact of such Disabling Procedures.

6.13 Compliance

- a. All work completed under the resulting Contract must be in compliance with all applicable Federal, State, and local laws, rules, and regulations. Vendor agrees that its provision of services under resulting Contract must comply with any requirements or standards as may be defined in administrative regulations, directives, policies, and procedures of AOC. Selected Vendor certifies that it is in compliance, and will remain in compliance, with all Federal, State and local laws as well as all pertinent AOC regulations in the performance of any resulting Contract.
- b. Vendor further certifies that it:
 - (a) Will refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) Will provide such information with respect to its employees and applicants for employment;
 - (c) Will have written sexual harassment policies that comply with AOC's policy, to include, at a minimum, the following information:
 - (i) the illegality of sexual harassment;
 - (ii) the definition of sexual harassment;
 - (iii) Vendor's internal complaint process, including penalties;
 - (iv) the legal recourse, investigative, and complaint process available through Vendor;
 - (v) directions on how to contact Vendor; and
 - (vi) protection against retaliation.



- (d) Is currently enrolled with the Department of Homeland Security (“DHS”) in the E- verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States;
- (e) Will include a provision in all subcontracts that requires all sub-vendors to utilize the E-Verify system to verify employment eligibility of all persons employed during the Contract term. If requested, sub-vendor must provide documentation as identified above;
- (f) Will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Vendor or its sub-vendor under the resulting Contract;
- (g) Acknowledges and understands that any employee or sub-vendor will be subject to, and will comply with, all security regulations and procedures of AOC at the various institutions, the AOC Information Systems Division, and the Alabama Office of Information Technologies;
- (h) Acknowledges that AOC may conduct a background check of any employee of Selected Vendor or its sub-vendors, and security check of the employee’s person and personal property (including his/her vehicle), and based on the results of such checks, may prohibit an employee from entering the facility in accordance with AOC regulations. Additionally, any employee of Selected Vendor or any of its sub-vendors found to have violated any security regulation may be barred from entering any AOC facility; and
- (i) Will have appropriate certifications, permits, and licenses in accordance with Federal and State law. The Vendor and its sub-vendors will be responsible for obtaining any and all required



governmental permits, consents, and authorizations and payment of all taxes.

6.14 Other Terms

- a. The Contract will be comprised of this RFP, relevant portions of the Selected Vendor's proposal that are expressly adopted by AOC, any changes or modifications made during the negotiation process, and the written agreement between AOC and Selected Vendor resulting from the RFP process. The Contract, including any attachments, will constitute the entire Contract between Selected Vendor and AOC. The executed Contract is subject to review and approval by the Legislative Contract Review Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by an Authorized Representative of Selected Vendor and AOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State law.
- b. No interpretation of any provision of the RFP or the resulting Contract, including applicable specifications, is binding on AOC unless furnished and agreed to in writing by AOC.
- c. AOC will not be liable to pay Selected Vendor for any goods provided, services performed, or expenses paid related to the Contract incurred prior to the beginning of, or after termination or completion of the Contract.
- d. Any work or service performed on State premises will be done through coordination with AOC's Information Technology Department, and will, in any event, be performed so as to minimize inconvenience to AOC and its personnel and minimize interference with the operation of AOC.
- e. Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendors, and employees will not be considered to be agents, distributors, or representatives of AOC. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other program designed to benefit employees of AOC or under the Alabama State Merit System Act.



- f. Selected Vendor who executes the awarded Contract is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of AOC, but must be disclosed as a part of the proposal or otherwise approved in advance in writing by AOC. Any approval by AOC of any subcontract or sub-vendor shall not constitute a waiver by AOC to consent to or approve any other subcontract or sub-vendor. Any subcontract shall be subject to the following conditions:
- (i) Any sub-vendor providing services required in the RFP or in the awarded Contract will meet or exceed the requirements set forth in the RFP; and
 - (ii) AOC will not be bound to any terms and conditions included in any Vendor or sub-vendor documents. No conditions in sub-vendor documents in variance with, or in addition to, the requirements of the RFP or any resulting Contract will in any way affect Selected Vendor's obligations under the resulting Contract.
- g. Selected Vendor will be fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-vendors in their performance of Selected Vendor's duties and obligations under the resulting Contract. Selected Vendor represents that it will utilize the services of sub-vendors and individuals skilled in the profession for which they will be used in performing services hereunder. In the event that AOC determines that any sub-vendor or individual performing services for Selected Vendor is not providing such skilled services, AOC will promptly notify Selected Vendor and Selected Vendor will replace that sub-vendor or individual.
- h. Selected Vendor, or its sub-vendors or employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications at all times during the performance of services for AOC.
- i. If Selected Vendor is unable to secure or maintain sub-vendors or individuals named in the Contract to render the services set forth in the Contract, Selected Vendor will not be relieved of its obligations to complete performance. AOC, however, will have the option to terminate the Contract upon written notice to Selected Vendor.



- j. Selected Vendor and its sub-vendors will maintain books and records related to the performance of the Contract or subcontract and necessary to support amounts charged to AOC in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. Selected Vendor and its sub-vendors will maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any Contract audit or litigation, whichever is later. All books and records will be available for review or audit by AOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal Business Hours. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by AOC, Selected Vendor will immediately remit all amounts that may be due to AOC. Failure of the Selected Vendor or its sub-vendors to maintain the books and records required by this Section will establish a presumption in favor of AOC for the recovery of any funds to AOC under the Contract for which adequate books and records are not available to support the purported disbursement.
- k. If any term or condition of any resulting Contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the Contract, and such Contract will be interpreted as far as possible to give effect to the parties' intent.
- l. Changes can be made to any Contract in any of the following ways:
- (i) The parties may agree in writing to modify the scope of the Contract; provided, however, that they may not increase the amount of the Contract except as provided in subsection l.ii below. An increase in the amount or extension of time of the Contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract and subject to the process set forth in Section 6.14(a); or
 - (ii) AOC may order changes within the general scope of the Contract at any time by written notice to Selected Vendor. Changes within the scope of the Contract include, but are not limited to, number of users or deadlines. Selected Vendor shall comply with the notice upon receipt. Selected Vendor shall be allowed to adjust the amount of the Contract to



compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing, and may be subject to the provisions of Section 6.14(a).

- m. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213, of the Constitution of Alabama 1901, as amended by Amendment No. 26. For any and all monetary disputes arising under the terms of this RFP or the resulting Contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes, the parties hereto agree, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.
- n. AOC may terminate any Contract resulting from this RFP without penalty to AOC, or further payment required, in the event of:
 - (i) Any breach of the Contract that, if susceptible of being cured, is not cured within ten (10) days of AOC's giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to comply with covenants, representations, warranties, and certifications, and/or to maintain insurance;
 - (ii) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, liquidate or transfer ownership of substantially all of its assets to a third-party;
 - (iii) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between AOC and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;
 - (iv) For the unavailability of funds appropriated or available to AOC; and;
 - (v) For convenience of AOC, after thirty (30) days written notice to Selected Vendor.



- o. Should Selected Vendor at any time during the course of a resulting Contract: fail to perform the services according to the specifications required in the RFP and/or the resulting Contract with diligence and in a timely manner; or fail to perform any obligation contained in the resulting Contract, AOC will have the option, after ten (10) days written notice to Selected Vendor, to take any one or more of the following actions:
- (i) Withhold any monies then or next due to Selected Vendor;
 - (ii) Provide such services, materials, supplies, equipment, and labor as may be necessary to complete said work, and bring the rendition of the services up to the specification and standards required in the RFP or awarded Contract and pay for same. Selected Vendor will immediately remit the amount so paid upon presentation of documentation from AOC; or
 - (iii) Terminate the Contract, consistent with Section 6.14(n)(v).
- p. Any Contract termination notice shall not relieve Selected Vendor of the obligation to return any and all documents and data provided or generated as a result of this RFP, including but not limited to any works in progress for which AOC has rendered payment.
- q. If AOC terminates for convenience, AOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the date of termination.
- r. Any notice given to AOC under the resulting Contract will be submitted in a timely manner. Notices will be mailed to the Administrative Office of Courts, Attn: Mr. Christopher H. Colee, 300 Dexter Avenue, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting Contract.

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RFP No. 2016-01

SECTION 7. **ATTACHMENTS**

ATTACHMENT A

PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE

Vendor's Name
Vendor's Address

State of Alabama Administrative Office of Courts
Legal Division
Attn: Christopher H. Colee
300 Dexter Avenue
Montgomery, Alabama 36104

AOC Director's Office
RFP NUMBER – 2016-01
RFP Hour and Due Date:
4:00 p.m. CST, January 31, 2017

ATTACHMENT B

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into by and between the Administrative Office of Courts (the "AOC") and **[Insert legal name of Vendor]** ("Vendor"), with a place of business located at **[Insert Vendor's Address]**, effective as of **[Insert Date]** (the "Effective Date"). In consideration of the mutual promises and covenants set forth herein, the adequacy of which are hereby acknowledged, the parties mutually agree as follows:

1. **Protected Information.** "Protected Information" includes, without limitation, non-public information developed, collected or created by the AOC or at the AOC's expense or direction including, without limitation, software, code, layouts, displays, screen captures, information, data, processes, computer structures and strategy, filing, storage, and accounting processes, user information, existing software system information, and court information disclosed to Vendor or to which Vendor has access, including all information disclosed in the Pre-Evaluation Meeting. Protected Information shall also include, without limitation, all analyses, compilations, forecasts, schedules, studies or other notes or documents prepared by Vendor which contain or reflect, or are generated from, any such information.
2. **Purpose of Disclosure.** The Protected Information is made available by the AOC to Vendor for the sole purpose of assisting Vendor in preparing a response to RFP No. 2016-01: Case Management System and if selected, assisting Selected Vendor with performing the services for the AOC under the RFP and any resulting Contract ("Purpose"). Vendor shall use the Protected Information only for the foregoing Purpose and shall make no other use of the Protected Information without the express prior written consent of the AOC.
3. **Rights in Protected Information.** No license or other right, express or implied, in the Protected Information is hereby transferred to Vendor, including any license by estoppel or otherwise, under any patent, trade secret, trademark or copyright now held by, or which may be obtained by, or which is or may be licensable by the AOC. Vendor shall not reverse engineer the Protected Information or any portion thereof. Furthermore, Vendor shall not make, have made, use or sell for any purpose any product or other item or offer any service using, incorporating or derived from any Protected Information unless and only to the extent that Vendor is the Selected Vendor and provides services under the RFP and any resulting Contract to the AOC. Any use of the Protected Information for Vendor's own case management system products or services shall be an inevitable disclosure of the Protected Information.
4. **Duty to Safeguard Protected Information.** Vendor agrees to hold and use the Protected Information in strictest confidence and to take all steps to maintain the

secrecy and/or non-public nature of the information. Vendor shall limit the disclosure of the Protected Information only to those employees and permitted sub-vendors of Vendor who have a need to know consistent with the Purpose. Vendor shall be responsible for any breach of this Agreement by any of its employees or permitted sub-vendors. If disclosure to any other person or entity is required to accomplish the Purpose, Vendor must first obtain the prior written consent of the AOC.

5. **Required Disclosures.** In the event Vendor is requested or required by court or governmental order to disclose any of the Protected Information, Vendor shall notify the AOC promptly in writing so that the AOC may seek a protective order or other appropriate remedy. Vendor agrees not to oppose any action by the AOC to obtain such protective order or other remedy. Whether or not such protective order or other remedy is obtained, Vendor agrees that it will furnish only that portion of the Protected Information which it reasonably believes, after receiving the advice of counsel, is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed.

6. **Return or Destruction of Protected Information.** Upon written request from the AOC or upon the expiration or termination of this Agreement, Vendor shall, not later than five (5) business days after the date of such request, expiration or termination, return or destroy, in the AOC's discretion, the Protected Information in its possession and any and all copies thereof. Upon request of the AOC, an officer of Vendor shall certify such destruction in writing. The return or destruction of documents shall not relieve Vendor or its employees from the non-disclosure and non-use restrictions herein.

7. **Term of Agreement and Expiration of Confidential Status.** This Agreement shall begin on the Effective Date and shall continue for a Vendor until the AOC selects the Selected Vendor and for the Selected Vendor until the RFP and any resulting Contract is complete. The duties of non-disclosure and non-use relative to Protected Information shall continue for five (5) years following expiration or termination of this Agreement. The duties of non-disclosure and non-use relative to trade secrets shall continue for as long as the Protected Information remains a trade secret under applicable law.

8. **Enforcement.** Vendor recognizes that unauthorized use or disclosure of the Protected Information may give rise to irreparable injury to the AOC, inadequately compensable in damages, and that the AOC may seek and obtain injunctive relief against the breach or threatened breach of Vendor's obligations under this Agreement, in addition to any other legal remedies which may be available to the AOC.

9. **Disclaimer of Warranty.** NOTHING IN THIS AGREEMENT SHALL OBLIGATE THE AOC TO DISCLOSE TO VENDOR ANY PARTICULAR INFORMATION. THE PROTECTED

INFORMATION IS PROVIDED AS IS, WHERE IS, AND WITH ALL FAULTS, AND THE AOC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND ASSURANCES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTECTED INFORMATION, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, EFFICACY OR SAFETY.

10. **Business Relationship**. Neither party is required by virtue of this Agreement or by any course of dealing to enter into a commercial or business relationship with the other party. Nothing contained in this Agreement shall be construed as creating any joint venture, partnership, or other formal business organization or agency arrangement. At all times, the parties shall be independent contractors. Nothing contained herein shall be construed as creating an exclusive dealing agreement. Each party is free to enter into similar agreements or to obtain similar goods, services, and/or information from another contractor, vendor, buyer or source at any time.

11. **Partial Invalidity**. In the event any provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement shall continue in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision which most clearly effects the intention of the original provision. In the event a like but legal and enforceable provision cannot be substituted, the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

12. **Non-Waiver**. No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by a duly authorized representative for the AOC. No consent by the AOC to, or waiver of, a breach by Vendor, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

13. **Non-Assignment of Agreement**. This Agreement shall not be assigned by Vendor without express prior written consent of the AOC. Subject to the preceding sentence, this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the parties.

14. **Notices**. All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other party

at the addresses set forth above or in the RFP, or to any other address as the parties may designate by notice delivered pursuant to this provision.

15. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the parties and supplements the RFP under which it is issued. This Agreement supersedes and merges all prior oral and written understandings, representations, and discussions between them respecting the subject matter of this Agreement. Any capitalized terms not defined herein shall have the meaning given them in the RFP. In the event of a conflict between the RFP and this Agreement, this Agreement shall control with respect to the subject matter hereof. No rights, obligations or terms other than those expressly recited herein are to be implied from this Agreement. There shall be no changes, amendments, alternatives or exceptions to this Agreement (“Changes”) unless such Changes are in writing and signed by an authorized representative of each party. This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Alabama without regard to such state’s conflict of laws principles.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

ADMINISTRATIVE OFFICE OF COURTS

[VENDOR]

By: _____

By: _____

Name: _____

Name: _____

(typed or printed)

(typed or printed)

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER
AND CITIZEN PROTECTION ACT (ACT 2011-535, AS AMENDED BY ACT 2012-491)**

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between** _____ **(Contractor/Grantee)** **and** _____ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b) The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Vendor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

Print Name of Witness

ATTACHMENT D

IMMIGRATION FORM

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Vendor

Witness

ATTACHMENT E

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312
(ANTI-BOYCOTT CERTIFICATION FORM)

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned hold the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____.

Name of Contractor/Vendor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this the _____ day of _____, 20____

Witness: _____

Printed Name of Witness

ATTACHMENT F

(ANTI-) COLLUSION/FRAUD STATEMENT

(ANTI-) COLLUSION/FRAUD STATEMENT

By submitting a response to the RFP, I hereby attest that Vendor's response to the RFP is made without any understanding, agreement, or connection with any other person or entity submitting a response to this RFP and that Vendor's response is in all respects fair and without collusion or fraud. The undersigned is authorized to sign for this Vendor.

Signature of Vendor

Sword to and subscribed before me this the ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

-

ATTACHMENT G

CERTIFICATION OF OWNERSHIP AND INDEMNIFICATION

CERTIFICATION OF OWNERSHIP AND INDEMNIFICATION

I hereby attest and certify that Vendor is either the lawful owner of any proprietary licenses, patent, copyrights or proprietary trade secrets used in the development and/or implementation of the Case Management Solution or that the development/implementation of the Case Management Solution is a result of or will be as a result of the Vendor's original work. I further attest and certify that Vendor agrees to defend and indemnify the Alabama Administrative Office of Courts and the State of Alabama against any claim by a third person or party alleging infringement of any license, patent, copyright, or proprietary trade secret.

Signature of Vendor

Witness

ATTACHMENT H

DISCLOSURE STATEMENT



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

ATTACHMENT I

TABLE A AND TABLE B

Table A. Systems/Sub-systems

System/Sub-system	Online	Batch Other	Batch Reports	Screens	Web Service	Total
Criminal	49	11	120	35	8	223
Traffic	13	36	63	13	1	126
Juvenile	60		50	33	15	158
Civil	51	7	108	29	5	200
Enforcement	8		39	8		55
Jury	49	12	88	48	7	204
Caseload	11	3	50	11		75
C/T/J Party	7		7	5		19
Statewide Index	5		1	5		11
Callables	72	47				119
Multi-system	31	15	20	31		97
Access			4			4
Attorney	6	20	7	6		39
Utility		2				2
Bonding Company	3		3	3		9
Drivers		8				8
DHR		4				4
C/T/J Accounting	33	13	51	28		125
Civil Accounting	20	1	35	17		73
FTP	11					11
Judge	6					6
Case Action Summary	4	5	2			11
Warrant	7	15				22
Total	446	199	648	272	36	1601

TABLE B
RECORDS COUNTS AS OF 12/1/2016

DATASET NAME	TOTAL RECORDS	RECORD LENGTH	TOTAL BYTES	TOTAL MB
AVS.PARTY.DATA	21,126,905	610	2,887,412,050	2,887
AVS.PARTY.INDEX	8,397	2,041	17,138,277	17
EFC.PROFILE.DATA	558	600	334,800	0
ENF.MASTER.DATA	17,120,393	460	7,875,380,780	7,875
ENF.MASTER.INDEX	5,060	2,041	10,327,460	10
ENF.MASTER.SSAN.AIX.DATA	17,120,382	49	838,898,718	839
ENF.MASTER.SSAN.AIX.INDEX	1,601	4,601	7,366,201	7
ENF.PROFILE.DATA	593	600	355,800	0
JUP.AWP.PARTY.DATA	294,922,685	570	8,105,930,450	8,106
JUP.ERRS.DATA	294,964,633	50	4,748,231,650	4,748
JUP.JUV.COMPLT.DATA	539,006	876	472,169,256	472
JUP.JUV.INTAKE.DATA	279,517	650	181,686,050	182
JUV.AREA.DATA	7,309	75	548,175	1
JUV.COMPLT.DATA	1,677,369	860	1,442,537,340	1,443
JUV.COMPLT.INDEX	842	2,041	1,718,522	2
JUV.COMPLT.OPSX.AIX.DATA	1,677,346	35	58,707,110	59
JUV.COMPLT.OPSX.AIX.INDEX	105	3,065	321,825	0
JUV.INDEX.DATA	1,132,039	80	90,563,120	91
JUV.INDEX.DIVS.AIX.DATA	1,126,450	237	266,968,650	267
JUV.INDEX.DIVS.AIX.INDEX	164	3,577	586,628	1
JUV.INDEX.INDEX	156	2,041	318,396	0
JUV.INDEX.NAME.AIX.DATA	1,126,450	235	264,715,750	265
JUV.INDEX.NAME.AIX.INDEX	159	3,577	568,743	1
JUV.INTAKE.DATA	740,925	600	444,555,000	445
JUV.INTAKE.INDEX	225	2,041	459,225	0
JUV.JCHG.DATA	1,047	75	78,525	0
JUV.JCMP.DATA	568,557	692	393,441,444	393
JUV.JCMP.INDEX	184	2,041	375,544	0
JUV.JNTK.DATA	278,023	1,022	284,139,506	284
JUV.JNTK.INDEX	150	2,041	306,150	0
JUV.JPET.DATA	889,142	1,069	950,492,798	950
JUV.JPET.INDEX	593	2,041	1,210,313	1
JUV.JPTY.DATA	4,294,729	550	2,362,100,950	2,362
JUV.JPTY.INDEX	1,094	2,041	2,232,854	2
JUV.JPTY.JUPT.AIX.DATA	4,294,726	72	309,220,272	309
JUV.JPTY.JUPT.AIX.INDEX	559	3,065	1,713,335	2

JUV.JPTY.SJIS.AIX.DATA	4,294,729	57	244,799,553	245
JUV.JPTY.SJIS.AIX.INDEX	439	3,065	1,345,535	1
JUV.PARA.DATA	948	800	758,400	1
JUV.STD.PARTY.DATA	6,151	300	1,845,300	2
JUV.SUPER.VISION.DATA	120,358	550	66,196,900	66
JUV.TRACK.DATA	17,388	100	1,738,800	2
JUV.XCMP.DATA	222,015	50	11,100,750	11
JUV.XREF.DATA	98,199	50	4,909,950	5
DRV.HISTORY.DATA	34,659,192	94	3,257,964,048	3,258
DRV.HISTORY.INDEX	2,722	2,041	5,555,602	6
DRV.MASTER.DATA	8,073,434	342	2,761,114,428	2,761
DRV.MASTER.INDEX	2,483	2,041	5,067,803	5
DRV.MASTER.SSN.AIX.DATA	6,035,199	80	482,815,920	483
DRV.MASTER.SSN.AIX.INDEX	218	3,065	668,170	1
DRV.TRAN.DATA	240,217	100	24,021,700	24
DRV.TRAN.INDEX	177	2,041	361,257	0
FEE.ACCT.DATA	34,533	196	6,768,468	7
FEE.BANK.DATA	42,688	310	13,233,280	13
FEE.CDAR.DATA	1,436,540	244	350,515,760	351
FEE.CDAR.INDEX	314	2,041	640,874	1
FEE.CHEK.DATA	14,286,814	137	1,957,293,518	1,957
FEE.CHEK.INDEX	2,517	2,041	5,137,197	5
FEE.CRED.DATA	294,803,250	244	1,931,993,000	1,932
FEE.DISB.DATA	1,156,390	276	319,163,640	319
FEE.DISB.INDEX	529	2,041	1,079,689	1
FEE.HISTORY.DATA	92,554,227	97	8,977,760,019	8,978
FEE.HISTORY.INDEX	9,898	2,041	20,201,818	20
FEE.JOUR.DATA	69,486,982	129	8,963,820,678	8,964
FEE.JOUR.INDEX	6,202	2,041	12,658,282	13
FEE.MAST.DATA	42,227,390	112	4,729,467,680	4,729
FEE.MAST.INDEX	4,982	2,041	10,168,262	10
FEE.NDIS1997.DATA	15,291,166	80	1,223,293,280	1,223
FEE.NDIS1997.INDEX	1,446	2,041	2,951,286	3
FEE.NDIS1999.DATA	13,235,516	80	1,058,841,280	1,059
FEE.NDIS1999.INDEX	1,597	2,041	3,259,477	3
FEE.NDIS2001.DATA	15,811,823	80	1,264,945,840	1,265
FEE.NDIS2001.INDEX	1,854	2,041	3,784,014	4
FEE.NDIS2003.DATA	16,410,021	80	1,312,801,680	1,313
FEE.NDIS2003.INDEX	1,938	2,041	3,955,458	4
FEE.NDIS2005.DATA	19,087,789	80	1,527,023,120	1,527
FEE.NDIS2005.INDEX	2,259	2,041	4,610,619	5

FEE.NDIS2007.DATA	35,394,473	80	2,831,557,840	2,832
FEE.NDIS2007.INDEX	4,284	2,041	8,743,644	9
FEE.NDIS2009.DATA	13,110,530	80	1,048,842,400	1,049
FEE.NDIS2009.INDEX	1,589	2,041	3,243,149	3
FEE.NDIS2011.DATA	28,015,162	80	2,241,212,960	2,241
FEE.NDIS2011.INDEX	3,405	2,041	6,949,605	7
FEE.NDIS2013.DATA	31,498,241	80	2,519,859,280	2,520
FEE.NDIS2013.INDEX	3,755	2,041	7,663,955	8
FEE.NDIS2015.DATA	34,539,889	80	2,763,191,120	2,763
FEE.NDIS2015.INDEX	3,424	2,041	6,988,384	7
FEE.NDIS2017.DATA	21,520,181	80	1,721,614,480	1,722
FEE.NDIS2017.INDEX	2,449	2,041	4,998,409	5
FEE.PROF.DATA	348	165	57,420	0
FEE.RECT.DATA	70,676,879	139	9,824,086,181	9,824
FEE.RECT.INDEX	9,821	2,041	20,044,661	20
FEE.REGIONS.DATA	298,833	80	23,906,640	24
FEE.SCHD.DATA	13,538	60	812,280	1
FEE.TAXA.DATA	441,367	125	55,170,875	55
FEE.TAXA.INDEX	181	2,041	369,421	0
FEE.TAXM.DATA	899,781	317	285,230,577	285
FEE.TAXM.INDEX	288	2,041	587,808	1
FEE.TAXM.NAM.AIX.DATA	899,781	71	63,884,451	64
FEE.TAXM.NAM.AIX.INDEX	205	3,577	733,285	1
FEE.TAXM.SSN.AIX.DATA	899,781	50	44,989,050	45
FEE.TAXM.SSN.AIX.INDEX	143	3,065	438,295	0
FEE.TAX1.DATA	2,084,918	350	729,721,300	730
FEE.TAX1.INDEX	394	2,041	804,154	1
FEE.TAX1.NM1.AIX.DATA	2,084,918	79	164,708,522	165
FEE.TAX1.NM1.AIX.INDEX	297	4,089	1,214,433	1
FEE.TAX1.SN1.AIX.DATA	2,084,918	58	120,925,244	121
FEE.TAX1.SN1.AIX.INDEX	218	3,065	668,170	1
FEE.TAX2.DATA	1,570,007	125	196,250,875	196
FEE.TAX2.INDEX	421	2,041	859,261	1
FEV.CCAR.DATA	4,403,954	261	1,149,431,994	1,149
FEV.CCAR.INDEX	1,240	2,041	2,530,840	3
FEV.CIVIL.HISTORY.DATA	70,756,659	90	6,368,099,310	6,368
FEV.CIVIL.HISTORY.INDEX	7,920	2,041	16,164,720	16
FEV.CIVIL.MASTER.DATA	15,110,400	260	3,928,704,000	3,929
FEV.CIVIL.MASTER.INDEX	2,754	2,041	5,620,914	6
FEV.CREDIT.CARD.DATA	293,740,364	261	6,666,235,004	6,666
CAS.BATCH.DATA	4,008	120	480,960	0

CAS.MEXP.DATA	498	79	39,342	0
CASDELTA.DATA	11,493	220	2,528,460	3
CAS19XX.DATA	23,294,142	79	1,840,237,218	1,840
CAS19XX.INDEX	2,744	2,041	5,600,504	6
CAS1993.DATA	10,602,875	79	837,627,125	838
CAS1993.INDEX	1,336	2,041	2,726,776	3
CAS1994.DATA	14,114,238	79	1,115,024,802	1,115
CAS1994.INDEX	1,801	2,041	3,675,841	4
CAS1995.DATA	15,997,297	79	1,263,786,463	1,264
CAS1995.INDEX	1,852	2,041	3,779,932	4
CAS1996.DATA	17,714,234	79	1,399,424,486	1,399
CAS1996.INDEX	2,000	2,041	4,082,000	4
CAS1997.DATA	19,285,855	79	1,523,582,545	1,524
CAS1997.INDEX	1,844	2,041	3,763,604	4
CAS1998.DATA	25,431,108	79	2,009,057,532	2,009
CAS1998.INDEX	2,383	2,041	4,863,703	5
CAS1999.DATA	25,113,961	79	1,984,002,919	1,984
CAS1999.INDEX	2,797	2,041	5,708,677	6
CAS2000.DATA	25,677,662	79	2,028,535,298	2,029
CAS2000.INDEX	2,668	2,041	5,445,388	5
CAS2001.DATA	27,356,860	79	2,161,191,940	2,161
CAS2001.INDEX	3,207	2,041	6,545,487	7
CAS2002.DATA	28,329,085	79	2,237,997,715	2,238
CAS2002.INDEX	3,063	2,041	6,251,583	6
CAS2003.DATA	29,569,922	79	2,336,023,838	2,336
CAS2003.INDEX	3,730	2,041	7,612,930	8
CAS2004.DATA	29,773,771	79	2,352,127,909	2,352
CAS2004.INDEX	3,524	2,041	7,192,484	7
CAS2005.DATA	31,397,859	79	2,480,430,861	2,480
CAS2005.INDEX	4,022	2,041	8,208,902	8
CAS2006.DATA	33,958,003	79	2,682,682,237	2,683
CAS2006.INDEX	4,535	2,041	9,255,935	9
CAS2007.DATA	38,237,599	79	3,020,770,321	3,021
CAS2007.INDEX	5,578	2,041	11,384,698	11
CAS2008.DATA	39,793,688	79	3,143,701,352	3,144
CAS2008.INDEX	4,165	2,041	8,500,765	9
CAS2009.DATA	41,068,436	79	3,244,406,444	3,244
CAS2009.INDEX	4,291	2,041	8,757,931	9
CAS2010.DATA	39,500,994	79	3,120,578,526	3,121
CAS2010.INDEX	4,527	2,041	9,239,607	9
CAS2011.DATA	37,885,945	79	2,992,989,655	2,993

CAS2011.INDEX	5,648	2,041	11,527,568	12
CAS2012.DATA	38,102,280	79	3,010,080,120	3,010
CAS2012.INDEX	4,652	2,041	9,494,732	9
CAS2013.DATA	37,222,510	79	2,940,578,290	2,941
CAS2013.INDEX	4,617	2,041	9,423,297	9
CAS2014.DATA	34,365,220	79	2,714,852,380	2,715
CAS2014.INDEX	6,498	2,041	13,262,418	13
CAS2015.DATA	31,707,062	79	2,504,857,898	2,505
CAS2015.INDEX	4,912	2,041	10,025,392	10
CAS2016.DATA	23,812,521	79	1,881,189,159	1,881
CAS2016.INDEX	4,002	2,041	8,168,082	8
CAS2017.DATA	3,233	79	255,407	0
ACC.MASTER.DATA	556,470	100	55,647,000	56
ACS.CODES.DATA	2,196	140	307,440	0
AOC.ACCESS.NEW.DATA	1,156	512	591,872	1
AOC.ACCESS.NEW.EMAIL.AIX.DATA	1,190	1,000	1,190,000	1
AOC.ACCESS.SWITCH.DATA	3,138	16	50,208	0
AOC.EDIT.FILES.DATA	6,261	2,000	12,522,000	13
AOC.LDAP.USER.MAPPING.@D@	8,214	250	2,053,500	2
ATTORNEY.BAR.DATA	19,972	542	10,824,824	11
ATTORNEY.CASE.DATA	17,319,242	53	917,919,826	918
ATTORNEY.CASE.INDEX	1,299	2,041	2,651,259	3
ATTORNEY.MASTER.NEW.DATA	27,990	370	10,356,300	10
ATTORNEY.MASTER.NEW.FIRM.AIX.DA TA	27,990	317	8,872,830	9
ATTORNEY.MASTER.NEW.NAME.AIX.D ATA	27,900	330	9,207,000	9
AUT.CASENBR.DATA	19,988	33	659,604	1
AVS.CODE.DATA	240	80	19,200	0
AVS.MASTER.DATA	7,872,503	820	6,455,452,460	6,455
AVS.MASTER.INDEX	3,508	2,041	7,159,828	7
AVS.MOTION.DATA	97,142	100	9,714,200	10
AVS.SUPPORT.DATA	267,549	100	26,754,900	27
AWP.INDEX.DATA	21,308,493	82	1,747,296,426	1,747
AWP.INDEX.INDEX	5,777	2,041	11,790,857	12
AWP.PARTY.DATA	34,613,592	512	7,722,159,104	7,722
AWP.PARTY.INDEX	8,161	2,041	16,656,601	17
BDM.TRANS.KSDS.DATA	498,728	440	219,440,320	219
BDM.TRANS.KSDS.INDEX	555	3,065	1,701,075	2
BON.DOCKET.NEW.DATA	2,949	70	206,430	0
BON.MASTER.AGENT.AIX.DATA	1,763	300	528,900	1
BON.MASTER.COMPANY.AIX.DATA	728	213	155,064	0

BON.MASTER.DATA	2,178	700	1,524,600	2
CLK.MASTER.DATA	754	325	245,050	0
CLR.CCVR.DATA	41,854	136	5,692,144	6
CLR.CRSM.DATA	4,074	292	1,189,608	1
CLR.MASTER.TRAFFIC.DATA	4,074	300	1,222,200	1
CLR.TCDM.DATA	582,271	121	70,454,791	70
CLR.Y2K.DATA	26,275,508	300	7,882,652,400	7,883
CLR.Y2K.INDEX	5,530	2,041	11,286,730	11
CRP.MASTER.DATA	199	256	50,944	0
CRP.MASTER.NAME.AIX.DATA	192	360	69,120	0
CRS.MASTER.DATA	147	598	87,906	0
DHR.TRAN.MOBILE.DATA	468,568	140	65,599,520	66
DPS.FTA.EXTRACT.DATA	930	229	212,970	0
DPS.FTP.EXTRACT.DATA	240	237	56,880	0
DPS.MASTER.DATA	3,234,880	108	349,367,040	349
DPS.MASTER.INDEX	366	1,017	372,222	0
DPS.UTC.EXTRACT.DATA	4,887	224	1,094,688	1
EFC.REVN.DATA	211,354	104	21,980,816	22
JUD.VRAN.DATA	622	3,910	2,432,020	2
JURY.LOAD.DATA	3,012,073	116	349,400,468	349
JURY.LOAD.INDEX	367	2,041	749,047	1
OCS.BATCH.DATA	132	100	13,200	0
SJS.ADDR.DATA	294,966,873	144	2,475,229,712	2,475
SJS.AGEN.DATA	10,898,024	400	4,359,209,600	4,359
SJS.AGEN.INDEX	3,532	2,041	7,208,812	7
SJS.ARCHIVE.DATA	1,274,432	1,173	1,494,908,736	1,495
SJS.ARCHIVE.INDEX	1,307	2,041	2,667,587	3
SJS.CHARGE.CITE.AIX.DATA	3,013	630	1,898,190	2
SJS.CHARGE.DATA	4,274	160	683,840	1
SJS.CMNT.DATA	5,438,863	110	598,274,930	598
SJS.CMNT.INDEX	849	2,041	1,732,809	2
SJS.CODE.DATA	1,522	160	243,520	0
SJS.CODE.STAT.AIX.DATA	1,125	430	483,750	0
SJS.DKET.DATA	333,948	650	217,066,200	217
SJS.DKET.INDEX	771	2,041	1,573,611	2
SJS.DKET.JID.AIX.DATA	311,832	1,000	311,832,000	312
SJS.DOCKET.DATA	382,695	650	248,751,750	249
SJS.DOCKET.INDEX	930	2,041	1,898,130	2
SJS.DPFL.DATA	6,516	500	3,258,000	3
SJS.EDKT.DATA	304,767	250	76,191,750	76
SJS.EDKT.INDEX	100	2,041	204,100	0

SJS.EMPL.DATA	535	130	69,550	0
SJS.ENOT.DATA	52,062	3,230	168,160,260	168
SJS.ENOT.INDEX	485	2,041	989,885	1
SJS.MUNI.DATA	1,375	400	550,000	1
SJS.NAME.DATA	104	260	27,040	0
SJS.NAME.NNAM.AIX.DATA	104	52	5,408	0
SJS.NAME.NSSN.AIX.DATA	104	29	3,016	0
SJS.ORDER.DATA	287,371	125	35,921,375	36
SJS.PARA.DATA	854	767	655,018	1
SJS.PRGH.DATA	4,279	300	1,283,700	1
SJS.STDP.DATA	6,937	225	1,560,825	2
SJS.TEXT.DATA	1,456	1,380	2,009,280	2
SJS.TEXT1.DATA	4,178	1,380	5,765,640	6
SJS.WARR.CONA.AIX.DATA	1,162,286	109	126,689,174	127
SJS.WARR.CONA.AIX.INDEX	251	6,137	1,540,387	2
SJS.WARR.DATA	1,162,286	118	137,149,748	137
SJS.WARR.INDEX	220	2,041	449,020	0
SJS.WARR.WDIV.AIX.DATA	1,162,286	115	133,662,890	134
SJS.WARR.WDIV.AIX.INDEX	269	6,649	1,788,581	2
SJS.WARR.WNAM.AIX.DATA	1,162,286	112	130,176,032	130
SJS.WARR.WNAM.AIX.INDEX	253	6,137	1,552,661	2
SJS.WERR.DATA	294,966,842	84	4,777,214,728	4,777
SJS.XPET.DATA	2,536	95	240,920	0
TRF.AGENCY.DATA	1,087	50	54,350	0
WAR.CTXT.DATA	1,125,463	1,600	1,800,740,800	1,801
WAR.CTXT.INDEX	1,494	2,041	3,049,254	3
WAR.MAST.DATA	2,250,189	596	1,341,112,644	1,341
WAR.MAST.INDEX	928	2,041	1,894,048	2
WAR.MAST.NAME.AIX.DATA	2,250,189	64	144,012,096	144
WAR.MAST.NAME.AIX.INDEX	354	5,113	1,810,002	2
WAR.MAST.SSAN.AIX.DATA	2,250,189	41	92,257,749	92
WAR.MAST.SSAN.AIX.INDEX	178	4,601	818,978	1
WARRANT.DOMV.DATA	62,115	600	37,269,000	37
WARRANT.INDEX.DATA	48,386	80	3,870,880	4
WARRANT.INDEX.DIVS.AIX.DATA	46,719	237	11,072,403	11
WARRANT.INDEX.NAME.AIX.DATA	46,715	235	10,978,025	11
WARRANT.TEXT.NEW.DATA	905	800	724,000	1
ZIP.CODE.REFER.DATA	828	40	33,120	0
	3,401,647,437	286,354	217,247,521,257	217,251