



JTC Resource Bulletin

Considerations for Procuring and Implementing Digital Evidence Management Software

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Abstract

More and more state judicial branches and courts are seeking technology solutions to receive, display, access, store and manage digital evidence. This Joint Technology Committee Resource Bulletin shares considerations, benefits, challenges, and information from courts that have implemented these solutions to help inform efforts for other judicial branches and courts interested in procuring and implementing digital evidence management and display software.

Document History and Version Control

| Version | Date Approved | Approved by | Brief Description |
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Acknowledgments

This document is a product of the Joint Technology Committee (JTC) established by the Conference of State Court Administrators (COSCA), the National Association for Court Management (NACM) and the National Center for State Courts (NCSC).



JTC Mission:

To improve the administration of justice through technology

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Introduction

Digital evidence has been around for decades. The Joint Technology Committee (JTC) previously released two papers on digital evidence. The first, published in 2016, entitled "Managing Digital Evidence in Courts", focuses on how the enormous increase in the quantity of digital evidence was challenging, and would continue to challenge, the courts' ability to properly handle all of it.¹ It is a call to action to the courts, discussing potential challenges and steps to help courts find solutions. JTC's second paper on digital evidence, "Managing Evidence for Virtual Hearings", published in 2020, provides guidance to help courts manage and present evidence in virtual hearings necessitated by the Covid-19 pandemic.²

Building on those publications, the impetus for this third JTC Resource Bulletin addressing digital evidence management software is the continuing growth in the quantity of digital evidence and the enhanced use of technology. Spurred by the Covid-19 pandemic, configurable commercial off-the-shelf (COTS) solutions have been specifically designed to securely manage this ever-growing amount of digital evidence in remote, hybrid, and in-person proceedings. These solutions provide a single system to collect, manage, review, and present digital evidence before and during a court proceeding. A small number of courts have implemented this software and have experience using the software to manage digital evidence effectively, efficiently, and securely. This paper's goal is to provide courts background information, based on experience from courts that have already implemented these solutions. The information provided is intended to help and inform the court community in procuring and implementing digital evidence management and display software, including when considering and drafting a request for proposal (RFP) or similar effort to procure these systems.

Considerations

Terminology

The basic terminology courts use when discussing digital evidence can be easily overlooked, but is important. The Orange County, California Superior Court has termed it "electronic evidence" as it fits better with the existing nomenclature used in Orange County. In Minnesota, they use the term "digital exhibits". These options, as well as "digital evidence" used in this paper, are equally valid. Courts considering the types of procurements discussed here should standardize terminology that makes the most

¹ https://www.ncsc.org/data/assets/pdf_file/0017/18521/digital-evidence-3-14-2016-final.pdf

² https://www.ncsc.org/data/assets/pdf_file/0019/42814/2020-07-27-Managing-Evidence-for-Virtual-Hearings-002.pdf

sense in the context of their court and to ensure it will resonate with the intended end users of their systems.

Data Storage and Security Policies

One of the most important factors courts must consider when determining what specifications and requirements to include in an RFP is whether their jurisdiction has existing laws, rules, or policies requiring on-premise or cloud storage of digital evidence.

California has a statute requiring courts maintain ownership and chain of custody of evidence. Accordingly, the Orange County Superior Courts store all their data on their tenant of Microsoft's Azure Cloud. Their evidence management software, Omnigo, runs separately on Amazon Web Services (AWS).

The Texas Judicial Branch stores the data from their digital evidence management system, the Thomson Reuter's product, Case Center, entirely in the cloud. The copy of record for each item of evidence is downloaded and stored in the case management system (CMS) of each jurisdiction in Texas' non-unified system. The Arizona Judicial Branch uses the same digital evidence management system as Texas, although calls it by its previous name CaseLines. As with Texas, Arizona stores all its data in the cloud through CaseLines. The Alaska Court System will soon implement Case Center with cloud-based data hosting.

The Minnesota Judicial Branch's digital evidence management system, Minnesota Digital Exhibit System (MNDES), uses the ImageSoft product. MNDES has (but is transitioning away from) a data storage and security policy that allows only public exhibits to be stored in the cloud and requires all others to be stored in on-site data storage. The current cloud and on-site policy required Minnesota to procure services from two vendors to manage their digital evidence. When an exhibit is uploaded through Minnesota's ImageSoft system, depending on what it is, different logic and rules were developed to ensure the exhibit is placed in the correct location. This creates significant manual and complex work for employees with, at times, inconsistent results. To remedy this, Minnesota is changing its data storage and security policy starting Fall 2023, where nearly everything will be stored in the cloud, with few limited exceptions for sealed records (cases involving pornography, adoption cases, child abuse cases, etc.). This will allow Minnesota to use only one vendor (ImageSoft) resulting in workload efficiencies and consistent results.

A court's data storage and related security policies have a significant impact on where the evidence from the digital evidence management system will be stored and should be carefully considered when making decisions in acquiring such a product.

Courtroom Equipment

Implementation of a digital evidence management system may require the purchase of new courtroom equipment depending on what technology is already in place. This could include screens to display digital evidence, a speaker/audio system, control panels for those systems, power/data cabling for those systems, and wifi access. In Minnesota, the judicial branch is in the process of developing a system to enable juries to view exhibits in the jury room. A shared device, either a desktop or a laptop projected on a screen, will display digital evidence using MNDES software. In Arizona, the Mohave County Superior Court implemented new technology to display evidence in their courtrooms along with their implementation of their new digital evidence system. Purchasing new digital evidence presentation technology often requires monetary resources, but that one-time or infrequent cost may be mitigated by the potential of allowing jurors to review evidence themselves without it having to be manually and physically produced. Coupled with the benefits a digital evidence management software can bring, upgrading courtroom technology can further enhance and streamline court processes.

Before launching their phased rollout, the Orange County Superior Court determined that they did not have the necessary equipment to display digital evidence using their new software. They then purchased and installed technology in select civil and family law courtrooms so they could display digital evidence with their new software, allowing the rollout of their new system to proceed successfully. It is important for courts to account for their courtroom hardware needs when procuring, implementing, and rolling out their digital evidence systems.

Alaska is installing large screens in all jury deliberations rooms to allow jurors to view evidence using a shared tablet.

Retention of Evidence

Courts will need to evaluate existing laws, rules and policies and develop a plan for how long they retain digital evidence before it is destroyed. Many jurisdictions have evidence/document retention plans in place, but if they are based on paper-based evidence, they will need to be re-evaluated and updated to account for digital evidence. The process in which this occurs is also important to consider, given digital evidence systems provide opportunities for automating the retention and deletion process. Consideration must also be given to how long admitted evidence needs to be preserved in the event an appeal is filed (or for collateral challenges in federal courts) and, in that event, if appellate or federal courts will have access to the digital evidence system and/or what form digital evidence will be shared with them.

In Minnesota, for example, the Judicial Branch is currently implementing an automated system for the retention and destruction of digital evidence as part of MNDES. The tool they have designed compares the disposition date to the established retention schedule. When retention is reached, the system notifies the parties to the case to access their exhibits from MNDES if they would like a copy of it before it is destroyed. An automated retention/deletion system may provide opportunities for reducing staff workload and to further enhance and streamline workflow.

Account for The Continuing Need To Receive Physical Evidence

Considering, procuring, implementing, and maintaining any digital evidence management system also will need to account for the fact that some evidence (particularly physical evidence) will likely continue to be received in a non-digital manner. Although parallel to a digital evidence management system, ensuring that non-digital evidence is accounted for along the way will help make sure the transition is as smooth as possible.

Benefits

The procurement and implementation of a digital evidence management system presents a court with many potential benefits. When done correctly, implementation of digital evidence management software can ensure that all participants in court proceedings – remote, hybrid, or in-person – can view the evidence, improve a court's cybersecurity, increase ease of use and convenience for court users, and present an opportunity to rethink and streamline current court workflows.

Viewing Evidence in Court Proceedings: Remote, Hybrid, and In-Person

During the pandemic, courts switched to remote hearings. How to present evidence and ensure all participants were able to view the evidence posed many problems in this new virtual setting. After the pandemic, when many courts are continuing with remote and hybrid hearings, these challenges persist. Using an evidence management system in which the parties upload their evidence they may wish to use before the proceeding begins provides the platform for all users to see the same evidence projected on a screen in the courtroom, and displayed on a personal device used by those participating remotely.

Cybersecurity

Existing workarounds to managing digital evidence, like accepting documents through email attachments or thumb drives, increases a court's vulnerabilities by potentially introducing viruses or malware. By having a cloud-based evidence management

system, courts can reduce the risk of introducing viruses or malware because the evidence never touches the court's network.³

Increased Ease of Use and Convenience

A well-designed digital evidence management system will have ease of use for all users, including those served by the court, justice partners, and court staff. The existing platforms include easy-to-use features like the ability to drag and drop files, redact and edit long videos to just the pertinent parts, and add electronic stamps for admitted evidence. A digital evidence management system eliminates the need to make multiple hard copies of exhibits to be viewed by the opposing party, the witness, the judge, and jurors. Instead, all involved view the same evidence provided digitally through screens in the courtroom or personal devices. It is important to identify whether the system will be used for evidence offered and admitted during a trial, or also for evidentiary hearings addressing motions. If both, the court must understand whether the platform can accommodate the different workflows for both types of proceedings. Adoption of a digital evidence management system allows courts to modernize the way evidence is provided to the court, providing a convenient way for users to upload and present their evidence no matter how they participate in their trial or evidentiary hearing.

Improved Workflow

Transitioning from a system of physical evidence to digital evidence provides courts an opportunity to rethink and simplify their current workflows and systems for managing evidence of all types. When designing their digital evidence system, the Alaska Court system took the opportunity to rethink their existing system of different stickers for physical evidence. Instead of trying to recreate the sticker system with digital stamps, Alaska simply notes "admitted" on digital evidence that is admitted into evidence, as that is the only status of evidence that would come from their system to be used at trial. Simply seeking to recreate the existing paper system online is a missed opportunity to improve workflow. Integrating a digital evidence management system with a case management system can also streamline workflow as well as reduce staff workload.

Challenges

The procurement and implementation of a digital evidence management system presents a court with many potential challenges. They include dealing with different file

³ For more information from JTC about cybersecurity, please see the [JTC Resource Bulletin entitled "Cybersecurity Basics for Courts"](#) and [the accompanying webinar](#).

sizes and formats, cost, and possible pushback against the new system from staff, judicial officers, and attorneys.

File Sizes and Formats

A challenge that comes with designing and implementing a digital evidence management system is deciding on file size and format policies. Courts must establish a maximum file size that they will accept. Making it too high may result in running out of storage, especially if a court is storing their data on site, or paying more for increased cloud storage. It may also lead to trouble playing or displaying the file in the courtroom. But if the maximum file size is too small, it may force participants to edit or cut-down files (or split a larger file into many pieces) before uploading it, limiting the ease of use of the software.

Deciding which file formats to accept is its own unique challenge. Orange County, California, purposefully worked very closely with their vendor, Omnigo, to make sure that their system could support numerous file formats (and Omnigo has committed to work with the Court to support additional formats if issues arise). This helpful situation may not be attainable for all courts or solutions. Texas, by contrast, has a judicial committee on information technology that has adopted file format standards for digital evidence to be received by the court. For video, essentially anything that can be played in standard Windows on VLC (previously the VideoLAN Client) media player. The Texas judicial branch asks parties to submit the original file along with the executable one. If a video must be converted to be played, the converted video will be played unless the judge specifies using the original. Reasons for a judge to do so could be problems with the conversion, like dropped frames or altered brightness and colors. To play the original, Texas uses a laptop completely disconnected from their network. This is a well-thought-out yet somewhat complex system that is indicative of the challenge that file formats can be when it comes to digital evidence management systems.

Cost

Another consideration that comes with implementing a digital evidence management system is the cost of purchasing it from a vendor. While this paper aims to provide considerations to make the process of acquiring such a system easier, the purchase of the system itself is a significant financial investment with long-term consequences. Courts may need additional one time and ongoing appropriations from their funding sources to purchase and maintain a digital evidence management system.

Level of Clerical and Technical Staffing Required

Determining the level of clerical and technical staffing required for a digital evidence management system can be a challenge. It is important to understand what level of clerical and technical staff involvement the platform requires. Staffing will likely be

needed to implement the system and provide for any desired technical integrations (such as with a case management system), as well as maintaining it once operational. Some existing platforms require the court to send electronic invitations to lawyers and litigants to upload evidence for their case. If a court uses one of these platforms, they need to identify which staff member or members will send these invitations. Digital evidence management systems that require less clerical and technical workload are generally more ideal, but courts must consider whether their laws, rules, or policies require specific steps by clerks when handling digital evidence. If laws, rules, and policies allow parties and lawyers to do most or all of the work to upload and prepare their evidence themselves, the court should understand how user-friendly the platform is to determine whether parties and lawyers can navigate it on their own without support from the court. It is important to also understand if the vendor expects the court will have available technical support in the courtroom and to identify what level of technical and user support the vendor provides.

Difficulties with Implementation

Like with all change in courts, there may be pushback by some, which can be a serious challenge to overcome for the implementation of any new program or system. The support and buy-in of judicial officers from the start is very important. If judges do not use the software and require its use by litigants and lawyers, then the implementation likely will not be successful. Judicial buy-in is of the utmost importance for a successful implementation and rollout. It can be helpful to start with one or more pilot locations involving judges and staff who are particularly open to change to work out issues that may arise during the implementation process. For example, consider piloting in locations where remote or hybrid hearings are common so the obvious challenges of submitting evidence will be made easier.

Minnesota has had a staggered rollout of MNDES. Throughout it, they have been intentional about gathering and incorporating feedback. In what they are calling the rollout to “MNDES 2.0”, the changes that resulted from feedback are clear and this clear acceptance and utilization of feedback has increased adoption and use.

In Orange County, California, their phased rollout has been very successful in the courtroom and very popular. As a result, the judicial officers in the selected courtrooms support the ongoing and expanded use of the digital evidence management software. In Mohave County, Arizona, they have found buy-in from attorneys to be the most difficult part of implementing their system. They offer trainings to attorneys to teach them how to use Arizona’s digital evidence software and have reported that nearly all attorneys liked using the system once they learned how to use it.

Current Implementations

This resource bulletin has drawn from four current implementations of digital evidence management systems to provide examples: the Minnesota Judicial Branch, the Texas Judicial Branch, the Orange County, California Superior Court, and the Arizona Judicial Branch. The Alaska Court System is soon to launch a statewide implementation after an initial pilot in several court locations.

Alaska

The Alaska Court System acquired the Thomson Reuters product Case Center through an RFP process. They wanted a cloud-based platform to address cybersecurity concerns and ease the management of evidence in hybrid and remote hearings. After finalizing the integration with its CMS, it will soon roll out its pilot program for all case types in several court locations, from small rural courts to medium and large courts. Clerical staff from those locations as well as technical staff from the administrative office have been involved with the planning, development and implementation since the vendor engagement began. Trainings are planned for attorneys when the pilot begins.

Arizona

The Arizona Judicial Branch uses the Thomson Reuters product Case Center and is the middle of a statewide roll out. They began a pilot program in September 2021 and to date have implemented the use of the Case Center in 11 of their 15 superior court locations and several limited jurisdiction courts including two of the state's largest municipal courts. The software is run and all data stored in the Judicial Branch's tenant of Microsoft's Azure Cloud. While some counties have had difficulty with attorney buy-in to the product, they have found that once attorneys learn how to use it, nearly all attorneys like using the system. To help foster buy-in, the administrative office and local courts offer regular trainings on how to use Case Center.

In Arizona, as a general proposition (with various exceptions), court hearings not involving live witnesses are presumed to be remote, and court hearings with live witnesses are presumed to be in-person. This practice, and other approaches relying on technology, necessitate a robust system for the management and display of digital evidence.

Minnesota

Minnesota's MNDES was originally piloted in two counties. It is currently rolled out statewide, but different jurisdictions in Minnesota's unified court system have varying levels of implementation. They are currently working on a soft relaunch termed "MNDES 2.0".

Minnesota went through a competitive bid (RFP) process to procure their vendor, ImageSoft. They are currently transitioning from a combined cloud and on-site data storage policy that required an additional vendor, to one where the vast majority of evidence will be stored in the cloud.

Minnesota is in the process of updating courtroom and jury deliberation room technology, as needed, to integrate with MNDES.

Their system has been saving time for both their staff and justice partners. By diligently gathering and incorporating feedback (both successes and lessons learned), their MNDES 2.0 launch has been far more successful at getting judicial officers to come to the table.

Orange County, California

The Orange County, California Superior Court is currently in the midst of a phased rollout of their digital evidence management system they acquired via RFP from their vendor, Omnigo. Currently, the software is being used in select civil and family law courtrooms. They are in the process of equipping additional courtrooms with the technology required to further expand their digital evidence system. All of Orange County's storage is in the cloud, but because of a California statute requiring that courts maintain ownership and chain of custody of evidence, their data is stored on their tenant of Microsoft's Azure cloud, while their software, Omnigo, runs separately on AWS.

As part of their initial contract, Orange County's contract with Omnigo was written with an agile approach and an iterative review process to changes to their system. They use three different case management systems, but Omnigo is able to integrate with all of them. Additionally, they spent a lot of time with Omnigo ensuring that their system could support numerous file formats (and Omnigo has committed to work with the Court to support additional formats if issues arise). Their phased rollout has been very successful in the courtroom and very popular. As a result, the judicial officers in the selected courtrooms support the ongoing and expanded use of the digital evidence management software. They are aiming to finish their pilot program in select civil and family courtrooms by mid-2024 and then have plans to assess expansion into criminal courtrooms.

Texas

The Texas Judicial Branch is currently in the process of rolling out their digital evidence management software to a group of 100 judges. They are using the Thomson Reuters product, Case Center.

Texas stores all of the data in the Case Center system in the cloud, though those copies of the evidence are considered not copies of record. Courts must download the evidence from the cloud to their CMS where the copy of record is stored. As a non-unified court system, the Texas digital evidence management system allows for at least some standardization across all the courts in the state.

Conclusion

The procurement and implementation of a digital evidence management system can be a great benefit to a court: ensuring all participants - whether hybrid or remote - can view the evidence, improving cybersecurity, reducing staff workload, streamlining workflow, and increasing ease of use and convenience for court users. Before procuring software, courts must consider data storage and evidence retention policies, whether new courtroom technology is necessary, and what types of file formats to accept and how to display them. As with all new policies, processes, systems, and technologies in courts, implementation can also be an additional challenge. The courts in Minnesota, Texas, Orange County, California, Arizona, and Alaska provide examples that courts interested in digital evidence management software can consider when making these important decisions for themselves.

For the purpose of learning, we have shared different vendors utilized by state courts. JTC does not endorse any of the products. You can reference the IJIS provider directory for a list of technology vendors providing digital evidence capabilities.

For more information, contact NCSC at technology@ncsc.org.

Appendix A: Recommended Considerations Checklist

- What is your current use of technology-based solutions (both internally and externally), including CMS, efilings, and document management systems?
- What is your current desire and willingness to change (personnel, financial, leadership, user demand, etc.) to consider adopting a digital evidence system?
- Are you looking for digital evidence management, digital evidence presentation, or both?
- What is your desired level of clerical involvement?
 - Will clerks need to send invitations to share evidence?
 - Can parties initiate themselves?
- Will parties be able to exchange digital evidence with whom they want on their side, or just between sides?
- Cloud-based or on-site storage?
 - What are the costs of either option?
- What types of cases will be involved? Civil, criminal, juvenile, family, probate, mental health, administrative appeals, and/or other case types?
- Are there different workflows to manage evidence for trials and evidentiary hearings?
- How long will you need to retain evidence?
- What file formats will you accept?
 - Will you convert all file formats to a preferred format or display in the original format?
- How can you design the user interface for ease of use?
- Will you have an ability to transmit to the appellate court if there is an appeal?
- Will you have an ability to transmit to federal court for post-conviction relief proceedings in criminal matters?
- Will you have the ability to redact information?
 - Will you have the ability to blur the identity of certain people if needed?
- Will you have the ability to cut a longer video into a shorter clip or clips?
- Will you have an administrative dashboard?
- Will your software integrate with your CMS, efilings, and document management systems? Or will clerks have to do that work manually?
- Will the software work on mobile devices?
- Who will do tech support: court staff or the hired firm?

Appendix B: Alaska Court System RFP

AMENDMENT #1
Digital Evidence Software
ACS-RFP-22-002

Date: April 23, 2022

To All RFP Holders

The following clarifications, changes, additions, and/or deletions are hereby made a part of the RFP documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original RFP remain unchanged.

**This amendment must be acknowledged on an RFP offer in the space provided In Section G.
Acknowledgement of Amendments.**

Proposal Submittal Deadline Date and Time is UNCHANGED: Wednesday, June 1, 2022, 2:00 p.m. (AKT)

QUESTIONS FROM POTENTIAL OFFERORS:

1. QUESTION:

An integration with CourtView is referenced. Which component(s) of CourtView will require integration? Is an integration guide available?

ANSWER:

The Alaska Court System will use an API that is based on a collection of RESTful services. The specific integration documentation will be developed after the discovery phase. We can provide documentation from another API integration project developed for the DMV to query charge disposition data from CourtView.

2. QUESTION:

Are integrations to other systems expected?

ANSWER:

No.

3. QUESTION:

Please further describe what is meant/requested by case jackets in Appendix A, Item 58 (Solution provides ability to create digital evidence case jackets.)

ANSWER:

The ACS is looking for a solution that creates a logical 'case jacket' for each case that would contain all the digital evidence, notes and information for a specific case.

4. QUESTION:

What type of information would be required on the case jacket mentioned in Appendix A, Item 58 and what is its intended use (i.e., for information only, case notes, etc.)?

ANSWER:

All information, notes and evidence should be available within a case jacket. The case jacket is a logical view or way to access a case and have all the information in a single place.

5. **QUESTION:**

What is the number of reporting agencies?

ANSWER:

Not relevant to the solution the ACS is requesting.

6. **QUESTION:**

What is the number of users in the prosecutor's office or users who will routinely access the system?

ANSWER:

Not relevant to the solution the ACS is requesting.

7. **QUESTION:**

What is the largest agency? If they have a body worn/in-car solution, please provide vendor(s) and make/model of products.

ANSWER:

Department of Public Safety. Equipment is unknown.

8. **QUESTION:**

What existing products (Case management/storage solutions) is being used by the prosecutor's office?

ANSWER:

Unknown. No interface is requested in the RFP.

9. **QUESTION:**

How is the Alaska Court System currently storing data?

ANSWER:

Email folders and shared network drives.

10. **QUESTION:**

Will you require moving that data to the purchased system? If so, how much data is there to move?

ANSWER:

No.

11. **QUESTION:**

Appendix A #63 - Requirement 63 states: Solution provides ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment. Can you clarify what metadata would be affected by a reassignment (i.e., judge, case number, court)? Does ACS envision reassignments happening in the DEM solution or would a reassignment originate from CourtView and then update the DEM solution?

ANSWER:

ACS will want to reassign the case to a different Judge or move evidence to a different case number. The reassignment will be in the digital evidence software solution only. The Judge reassignment in Courtview is a separate process outside of the digital evidence software solution.

12. QUESTION:

Regarding the number of Licenses on the Price Schedule line-item 1, you have 100 concurrent court staff. In Appendix A #9 you state that the solution accommodates no less than 25 concurrent court staff at initial implementation. My question is which number should I use for pricing this RFP?

ANSWER:

As stated in the Price Schedule #1, pricing is for 100 concurrent users. The ACS reserves the right to negotiate a lower fee for no less than 25 concurrent users during initial implementation and testing.

13. QUESTION:

On the Price Schedule for the reoccurring cost did you want each year as a separate line item or a bottom-line price?

ANSWER:

In the Price Schedule one-time costs should be entered as well as "annual" recurring costs. The Total Cost - 5 years shall be the sum of all annual costs x 5 plus all one-time costs to get a total cost of the solution for a five-year period.

14. QUESTION:

Are all court locations going to follow the same workflow processes or should each court be able to customize their own workflow?

ANSWER:

The ACS expects to have a unified workflow process statewide.

15. QUESTION:

Is the ACS looking to have one or two overall system administrators or will each court location administer their own system?

ANSWER:

The ACS expects that the clerks or judicial assistants at each court to administer their cases in the DEM system.

16. QUESTION:

Are there any security concerns with courts being able to see evidence pertaining to other courts' cases?

ANSWER:

The ACS would like the evidence accessible by other courts and the ability to share duties across court locations.

17. QUESTION:

Is there a possibility of an extension to the deadline?

ANSWER:

The ACS is using funding which expires at the end of June 2022 and doesn't anticipate any extensions to the current timeline.

Jesse Head
Procurement Specialist II
Alaska Court System
(907) 264-8224

END OF AMENDMENT 1

AMENDMENT #2
Digital Evidence Software
ACS-RFP-22-002

Date: April 26, 2022

To All RFP Holders

The following clarifications, changes, additions, and/or deletions are hereby made a part of the RFP documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original RFP remain unchanged.

This amendment must be acknowledged on an RFP offer in the space provided In Section G.
Acknowledgement of Amendments.

Proposal Submittal Deadline Date and Time is UNCHANGED: Wednesday, June 1, 2022, 2:00 p.m. (AKT)

CHANGES TO SPECIFICATIONS:

1. Standard Terms and Conditions, #4. Alaska Business License is **amended** to read:

4. **Alaska Business License:** ~~At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. By signature on this form, the offeror certifies that (1) the offeror has a valid Alaska business license and has submitted one of the following forms of evidence of an Alaska business license with the proposal.~~ **Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaskan Offeror's Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:**

- 4.1 a copy of the offeror's valid business license;
- 4.2 certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- 4.3 a canceled check for the Alaska business license fee;
- 4.4 a copy of the business license application with a receipt date stamp from the state's occupational licensing office; or
- 4.5 a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.

2. Section E. Submittal Checklist, #7 is **amended** to read:

7. Evidence of Offeror's current Alaska Business License **in order to receive the Alaskan Offeror's Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference.**

3. Section A. General Requirements, #1 is **amended** to read:

1. **Proposal Submission Deadline:** One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word or PDF format **– pricing schedules to be provided as a separate file** on a CD or DVD **or USB drive**), must be submitted in a sealed envelope and must be received by the purchasing office no later than 2:00 p.m. AKT on Wednesday, June 1, 2022. Proposals may be hand delivered or mailed to the purchasing office located at 820 West Fourth Avenue, Anchorage, AK 99501. Late proposals will not be accepted. Proposals will not be accepted via facsimile. The proposal number ACS-RFP-22-002 is to be clearly marked on the outside of the sealed envelope. Proposals are not subject to public opening. Your proposal must be signed by the official of your company with the authority to enter into a contract.

4. Section E. Submittal Checklist, #1 is **amended** to read:

1. Copies of complete signed offer (Cover Page to be signed) – One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word and Excel or PDF format **– pricing schedules to be provided as a separate file** on a CD or DVD **or USB drive**) are required in a sealed envelope.

QUESTIONS FROM POTENTIAL OFFERORS:

1. **QUESTION:**

How long would the cases stay in active-access storage, before being pushed into archive (cold storage)?
Is it about a month?

ANSWER:

The time for appeal in most cases types is 30 days.

2. **QUESTION:**

Is the Standard Agreement Form for Professional Services on pages 21-23 included for reference or should it be filled out as part of the response?

ANSWER:

The contract is included for reference purposes.

Jesse Head
Procurement Specialist II
Alaska Court System
(907) 264-8224

END OF AMENDMENT 2



State of Alaska
Alaska Court System

Request for Proposals
ACS-RFP-22-002

Digital Evidence Software

Date of Solicitation: Wednesday, May 11, 2022
Preproposal Conference: Monday, May 23, 2022
Proposal Submission Deadline: Wednesday, June 1, 2022, 2:00 p.m. Alaska Time (AKT)

Proposal Submission shall be mailed/delivered to the address below. All questions related to this RFP shall be made in writing to the Alaska Court System contact below. Refer to General Requirements, Section A.1 and A.3 for additional instruction.

| | | |
|--|---|---|
| Alaska Court System Jesse Head, Procurement Specialist II 820 West 4 th Avenue Anchorage, AK 99501 | _____ Company Submitting Proposal | DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO |
| Telephone Number 907-264-8224 Fax Number 907-264-8290 jhead@akcourts.gov | _____ Printed Name | IF YOU QUALIFY FOR ANY OF THE OTHER PREFERENCES LISTED ON PAGES EIGHT AND NINE, CHECK THE APPROPRIATE BOX? [] #3 [] #5 [] #6 [] #7 [] #8 [] #9 |
| | _____ Authorized Signature | |
| | _____ Date | _____ Federal Tax ID Number |
| | _____ Alaska Business License Number | _____ Telephone Number |

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Standard Terms and Conditions

1. **Authority:** This request for proposal is conducted under the provisions of the Alaska Court System (sometimes referred to as "ACS") Procurement Guidelines, adopted by the administrative director of the Alaska Court System effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Purchasing Office, Alaska Court System, 820 West Fourth Avenue, 2nd Floor, Anchorage, Alaska 99501. Telephone: (907) 264-8224 or on-line at www.courts.alaska.gov/fops/procurement.pdf.
2. **Offerors with Disabilities:** The Alaska Court System complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFP as soon as possible, but no later than the date and time proposals are due to make any necessary arrangements.
3. **Request for Proposal (RFP) Review:** Offerors are requested to carefully review this solicitation as soon as it is received for defects and questionable or objectionable content. Questions, objections, or comments should be made in writing and received by the purchasing office no less than 15 calendar days before proposal opening, so that any necessary amendments may be published and distributed to Offerors. Protests based upon any omissions, errors, or the content of the Request for Proposal will be disallowed if not made in writing and received by the purchasing office no less than 10 calendar days before proposal opening.
4. **Alaska Business License:** At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. By signature on this form, the offeror certifies that (1) the offeror has a valid Alaska business license and has submitted one of the following forms of evidence of an Alaska business license with the proposal:
 - 4.1 a copy of the offeror's valid business license;
 - 4.2 certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
 - 4.3 a canceled check for the Alaska business license fee;
 - 4.4 a copy of the business license application with a receipt date stamp from the state's occupational licensing office; or
 - 4.5 a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
5. **Submitting Proposals:** It is the responsibility of the Offeror to ensure that the purchasing office receives the proposal and subsequent amendments before scheduled proposal opening. Late proposals, including those mis-delivered to other Alaska Court System divisions, will not be accepted. Proposals will not be accepted via facsimile.
6. **Proposal Preparation Costs:** The Alaska Court System shall not be liable for any costs incurred by the Offeror in proposal preparation.
7. **Proposal Forms:** Offerors must use the attached forms in submitting proposals. Proposals may be submitted on photocopied forms.
8. **Amendments:** If an amendment is issued, it will be provided to all who were distributed a copy of this RFP by the purchasing office or registered with the purchasing office as having received a copy of the RFP.
9. **Authorized Signature:** All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP.
10. **Offeror's Certification:** By signature on the proposal, offerors certify that they comply with the following:

- 10.1. The laws of the State of Alaska;
- 10.2. the applicable portion of the Federal Civil Rights Act of 1964;
- 10.3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- 10.4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- 10.5. all terms and conditions set out in this RFP;
- 10.6. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- 10.7. that the offers will remain open and valid for at least 90 days; and
- 10.8. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
- 10.9. the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2021-trafficking-in-persons-report/>

If any offeror fails to comply with this section, the ACS reserves the right to reject the proposal as non-responsive, terminate the contract, or consider the contractor in default.

11. **News Releases:** News releases related to this RFP will not be made without prior approval of the project director.
12. **Prices:** The Offeror shall state prices in the units of issue on this RFP. Prices must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon transfer of title, the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
13. **Taxes:** Prices must be exclusive of federal, state, and local taxes. If the Offeror believes that certain taxes are properly payable by the Alaska Court System such taxes may be listed separately (directly below the proposal price for the affected item). The Alaska Constitution provides that the State of Alaska is exempt from all taxes emanating from within Alaska. Taxes emanating from within Alaska include city and/or borough levied taxes, as well as state taxes, and include sales, use, room, property, and other miscellaneous taxes.
14. **Extension of Prices:** In case of error in the extension of prices in the proposal, the unit prices will govern. Written unit price shall govern a numeric unit price when both are present or called for.
15. **Firm Offer:** Proposals made in accordance with this Request for Proposal shall be good and firm from a period of ninety (90) days from the date of proposal opening. The offeror may specifically limit a proposal to a shorter period by written notification on the proposal document. However, proposals so modified may be declared non-responsive. Specific contract terms may override this condition.
16. **Suitable Materials, Etc:** All products offered must be new and of the latest model currently advertised in the general market.
17. **F.O.B. Point:** All goods purchased through this contract will be F.O.B. final destination, pre-paid. Unless specifically stated otherwise, prices offered must include all costs associated with shipping, packing, delivery and installation to the F.O.B. point. No additional costs will be allowed. ACS will not accept or pay for damaged goods. Goods damaged in shipment are the responsibility of the contractor.
18. **Supplemental Terms and Conditions:** Offers including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the RFP or that diminish the Alaska Court System's rights under any contract resulting from this RFP will be considered null and void. The Alaska Court System is not

responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract (1) if conflict arises between a supplemental term or condition included in the offer and a term or condition of the RFP the term or condition of the RFP will prevail; and (2) if the Alaska Court System's rights are diminished as a result of application of a supplemental term or condition included in the offer, the supplemental term or condition will be considered null and void.

19. **Disclosure of Proposal Contents:** All proposals and other material submitted become the property of the Alaska Court System and may be returned only at the Alaska Court System's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.
20. **Right of Rejection:** The Alaska Court System may reject any and all proposals, and may waive minor informalities in proposals received. Proposals with minor informalities will be considered responsive and accepted if the purchasing office determines that acceptance is in the best interest of the ACS. A proposal will be rejected if it does not conform in all material respects to the essential requirements of the solicitation, if it contains a material alteration (including an erasure which is not initialed by the signer of the proposal), or if the Offeror changes or qualifies the terms or conditions of the solicitation in a material manner which gives the Offeror a competitive advantage over other Offerors. The Alaska Court System reserves the right to refrain from making an award if it determines that to be in its best interest.
21. **RFP Cancellation:** This solicitation may be canceled before the opening in whole or in part when the purchasing office determines in writing that such action is in the best interest of the ACS.
22. **Responsibility:** A proposal will be awarded only to a responsible Offeror, who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A determination by the purchasing office that an Offeror is not responsible may be protested.
23. **Notice of Intent to Award:** Ten days prior to the formal award of this contract, a Notice of Intent to Award will be issued to all Offerors.
24. **Filing a Protest:** An aggrieved Offeror responding to a competitive proposal may file a written protest that contains the information required by 4-401.02.2 of the Alaska Court System Procurement Guidelines to the purchasing office no more than 10 calendar days after receipt of the intent to award.
25. **Contract Agreement:** This RFP does not, by itself, obligate ACS. A contract resulting from this RFP may be awarded only by written agreement between the parties. Upon written notice to the Contractor, ACS may set a different starting date for the contract. ACS will not be responsible for commodities ordered or work done which occurs prior to the contract start date set by ACS in the contract.
26. **RFP Binding Part of Contract:** All terms and conditions set forth in this RFP are considered a binding part of the contract between the contractor and the ACS. The contract may contain additional covenants and other provisions as may be mutually acceptable. Submission of a proposal shall constitute agreement to a contract on these the terms and conditions of this RFP.
27. **Continuing Obligation of the Contractor:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until any applicable warranty, guarantee, maintenance, and parts availability requirements have completely expired.

28. **Assignment(s):** Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the procurement officer of the contracting agency. Proposals that are conditioned upon the Alaska Court System's approval of an assignment will be rejected as non-responsive.
29. **Disputes:** Any disputes arising out of this agreement shall be resolved under the Alaska Court System Procurement Guidelines, Rule 47 of the Alaska Rules of Administrative Procedure and the laws of Alaska.
30. **Subcontractors:** Unless otherwise specified, subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Contractor must provide a listing of all subcontractors to be used in performance of this contract within 5 days after intent to award. Those subcontractors are subject to the same qualifications as the Contractor. The list must include name and location of place of business for each subcontractor, the work to be subcontracted to each subcontractor, and evidence of the subcontractor's Alaska Business License.
31. **Compliance:** In the performance of a contract that results from this RFP, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
32. **Inspection & Modification—Reimbursement for Unacceptable Deliverables:** The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the ACS project director. The Alaska Court System may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent the project director may direct the Contractor to make such changes. The Contractor will not unreasonably withhold such changes.
33. **Failure to Perform:** Substantial failure of the Contractor to perform the contract may cause the Alaska Court System to terminate the contract. In this event, the Alaska Court System may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.
34. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the Alaska Court System from and against any claim of, or liability for, error, omission or negligent act of the Contractor under this agreement. The contractor shall not be required to indemnify the Alaska Court System for a claim of, or liability for, the independent negligence of the Alaska Court System. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Alaska Court System, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Alaska Court System" include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Alaska Court System's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
35. **Force Majeure (Impossibility to perform):** The Contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic ; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

However, the definition of Force Majeure contained in this provision specifically excludes the current emergency relating to the coronavirus disease (COVID-19)/severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), declared in 2020 and continuing; any failure to perform, or default in performing any of Contractor's obligations under

this Agreement that is a consequence of the COVID-19 epidemic is deemed “foreseeable,” and is not therefore excused under this provision.

36. **Right to Inspect Place of Business:** At reasonable times, the Alaska Court System may inspect those areas of the Contractor’s place of business that are related to the performance of a contract. If the Alaska Court System makes such an inspection, the Contractor must provide reasonable assistance.
37. **Severability:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
38. **Default:** In the case of default of the Contractor, the Alaska Court System may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. A Contractor/vendor may be held in default or held responsible for incidental and/or consequential damages in accordance with AS 45.02.711 - 45.02.721. In the event of damage of Alaska Court System property in the performance of a contract, the primary Contractor will be held responsible and shall reimburse the Alaska Court System to the extent of the damage.
39. **Termination for Default:** If the ACS project director determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Alaska Court System may, by providing written notice to the Contractor, terminate the Contractor’s right to proceed with part or all of the remaining work.
40. **Contract Funding:** Because the payment of a contract is subject to appropriation by the legislature of the State of Alaska, the contract may be terminated if the legislature enacts an appropriations bill that reduces the operating budget of the Alaska Court System below its adjusted base for the immediately preceding fiscal year.
41. **Contract Extension:** The Contractor agrees: (1) that any holding over of the contract (including any exercised renewal options) shall be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect; (2) both the Alaska Court System and the Contractor agree to provide written notice to the other party of their intent to cancel such month-to-month extension at least 30 days prior to the desired date of cancellation; (3) under no circumstances shall this holding over period be permitted to extend beyond 90 days after the original (or any renewal) termination date.

Preferences

1. **Alaskan Bidder’s Preference:** The highest available points allocated to the Price section of the evaluation criteria, in each lot, will be given to the lowest responsive and responsible Offeror after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to an Offeror who: (1) holds a current Alaska business license; (2) submits a proposal for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).
2. **Alaskan Offeror’s Preference:** If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror’s Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

3. **Alaskan Veteran Preference:** An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans. An "Alaska Veteran" means an individual who is a (1) resident of this state; and (2) veteran; in this paragraph, "veteran" means an individual who (A) served in the (i) armed forces of the United States, including a reserve unit of the United States armed forces; or (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and (B) was separated from service under a condition that was not dishonorable.
- 3.1. **Alaska Veteran Preference Affidavit:** In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.
4. **Use of Local Forest Products:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, as described in AS 36.15.010.
5. **Local Agricultural and Fisheries Products Preference:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money only those products harvested in Alaska, or in the case of fisheries, products harvested or processed within the jurisdiction of Alaska, will be purchased (provided they are available) of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, as described in AS 36.15.050.
6. **Alaska Product Preference:** An Offeror that designates the use of an Alaska Product which meets the requirements of the RFP specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the proposal evaluation as described in AS 36.30.332 and 3 AAC 92.010.
7. **Employment Program Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible Offeror with a proposal that is no more than fifteen percent (15%) higher than the lowest proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(c) and 2 AAC 12.050. This preference applies only to the Price section of the evaluation criteria. The term "award" in this section refers to the highest points possible allocated in the Price section of the evaluation criteria (in each lot) that will be given to the Offeror after the preference is applied.
8. **Alaskans with Disabilities Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible Offeror with a proposal that is no more than ten percent (10%) higher than the lowest proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(e). This preference applies only to the Price section of the evaluation criteria. The term "award", in this section, refers to the highest points possible allocated in the Price section of the evaluation criteria, in each lot, that will be given to the Offeror after the preference is applied.
9. **Employers of People with Disabilities Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the proposal is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible offer that is no more than ten percent (10%) higher than the lowest responsive and responsible proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(f). This preference applies only to the Price section of the evaluation criteria. The term "award" in this section refers to the highest points possible allocated in the Price section of the evaluation criteria (in each lot) that will be given to the Offeror after the preference is applied.

10. **Preference Qualification Letter:** Regarding preferences 7, 8 and 9 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskans with disabilities and, [3] employers who qualify for preference as employers of people with disabilities. As described in AS 36.30.170(j), in order to qualify for one of these preferences an Offeror must add value by actually performing, controlling, managing, and supervising the services provided. For supplies, an Offeror must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 7, 8, or 9 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the Procurement Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter mentioned above with their proposal will cause the ACS to disallow the preference.

11. **Limitation on Preferences under Paragraphs 7, 8, and 9, above:** A preference under paragraph 7, 8, or 9, above, is in addition to any other preference for which the Offeror qualifies. However, an Offeror may only receive one of the preferences listed under paragraphs 7, 8, or 9 above.

A. GENERAL REQUIREMENTS

1. **Proposal Submission Deadline:** One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word or PDF format on a CD or DVD), must be submitted in a sealed envelope and must be received by the purchasing office no later than **2:00 p.m. AKT on Wednesday, June 1, 2022**. Proposals may be hand delivered or mailed to the purchasing office located at 820 West Fourth Avenue, Anchorage, AK 99501. Late proposals will not be accepted. Proposals will not be accepted via facsimile. The proposal number **ACS-RFP-22-002** is to be clearly marked on the outside of the sealed envelope. Proposals are not subject to public opening. Your proposal must be signed by the official of your company with the authority to enter into a contract.
2. **Pre-Proposal Conference:** A non-mandatory pre-proposal conference, to discuss the requirements, the terms and conditions of this solicitation, and to provide clarification to potential offerors will be held via Zoom on May 23, 2022 at 9:00 a.m. AKT. Zoom is below:

<https://AKCOURTS-GOV.zoom.us/j/85236202085?pwd=ZWVhPK25WMVZURWxPeWgrdktVZ3I5Zz09>

Meeting ID: 852 3620 2085

Passcode: C\$e2vK9=

One tap mobile

8887880099,,85236202085#,,,,*76273266# US Toll-free

8335480276,,85236202085#,,,,*76273266# US Toll-free

Dial by your location

888 788 0099 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 852 3620 2085

Passcode: 76273266

Find your local number: <https://AKCOURTS-GOV.zoom.us/j/85236202085?pwd=ZWVhPK25WMVZURWxPeWgrdktVZ3I5Zz09>

Join by SIP

85236202085@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 852 3620 2085

Passcode: 76273266

Join by Skype for Business

<https://AKCOURTS-GOV.zoom.us/skype/85236202085>

Questions and comments prior to the pre-proposal conference should be submitted at least two business days in advance so that they may be addressed during the pre-proposal conference.

3. **Questions and Comments:** Questions and comments may be emailed to jhead@akcourts.gov. Offerors shall not communicate with any judicial officer or other Alaska Court System (ACS) employees regarding this RFP. No statements of any representative of the ACS shall be relied upon as changing the language or intent of the proposal. Any changes to the solicitation shall be issued by written amendment by the responsible procurement officer.

4. Anticipated Calendar of Events

| | |
|------------------------------|-----------------|
| RFP Issued | May 11, 2022 |
| Written Questions Due | May 19, 2022 |
| Pre-Proposal Conference | May 23, 2022 |
| Proposal Submission Deadline | June 1, 2022 |
| Offeror Notified on Demos | June 7, 2022 |
| Demonstrations | June 9-14, 2022 |
| Notice of Intent to Award | June 17, 2022 |
| Award of Contract | June 28, 2022 |

5. **Contract Intent:** The ACS intends to procure a digital evidence solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for the court.
6. **Term of Contract:** It is anticipated that the term of the contract will be approximately five (5) years from award date. At the option of the ACS, the contract may be renewed annually for up to five (5) additional years. Contract prices will remain firm for the first three (3) years. Increases in pricing for each of the additional terms may be at the rate of the increase of the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers – All, issued in January. The third year of the contract will be considered the start of the base year for CPI adjustments. In the event of a drop in the index, pricing terms will not be adjusted downward and the most recently negotiated rate will remain in effect. Prices may be adjusted at the start of each optional renewal period. Contractor must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the ACS receives their written request. The ACS reserves the right to negotiate renewal rates rather than use CPI adjustments.
7. **Contract Approval:** This RFP does not, by itself, obligate ACS. ACS's obligation will commence when the Procurement Officer approves the contract award and a contract is signed by both parties. ACS will not be responsible for commodities ordered or work done, if it occurs prior to the contract start date set by ACS.
8. **Confidentiality Agreement:** Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. In addition, any records, information and data compiled in accordance with the duties and responsibilities of a contract as a result of this RFP are confidential and will be the property of the ACS. Prior to commencing any work under a contract as a result of this RFP, all project team members may be required to sign a confidentiality agreement for non-disclosure of confidential court information. The ACS may limit or reject certain individuals if their presence is determined by the project manager to be detrimental to the normal conduct of business.
9. **Payments:** The Contractor will submit a single invoice upon completion of work. No payment will be made until the ACS project manager and Administrative Director have approved the invoice. Invoices will be payable within thirty days from the date of receipt. The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by an ACS Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date the payment is mailed.
10. **Independent Contractor:** The contractor and any subcontractors, agents, and employees of the contractor act in an independent capacity and are not officers or employees or agents of the ACS in the performance of a contract as a result of this RFP.
11. **Litigation History:** By submitting a proposal, an Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
12. **Termination for Cause:** The ACS may terminate the contract if the contractor fails to: (1) deliver the supplies or perform the services within the time specified in the contract or any extension; (2) maintain adequate progress, thus endangering performance of the contract; (3) honor any term of the contract; or (4) abide by any statutory,

regulatory, or licensing requirement. The contractor shall continue work on any work not terminated. The rights and remedies of the ACS in this clause are in addition to any other rights and remedies provided by law.

In addition, the ACS may terminate the contract if any of the following service affecting events occurs:

- A. 24 hours of down time in a month's time.
- B. 10 hours consecutive downtime.

13. **Termination for Convenience:** The Alaska Court System, by written notice to the contractor, may terminate the contract in whole or in part when the ACS determines in its sole discretion that it is in the ACS's best interest to do so. The contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The contractor shall be entitled to payment only for the work actually completed, and shall not be entitled to cancellation charges, lost profits, or other consequential or incidental damages. Notwithstanding the foregoing, the contractor shall be entitled to recover any cancellation charges by its suppliers to the extent such charges are reasonable and unavoidable.
14. **Insurance:** Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the policies of insurance as described below. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
 - 14.1. **Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal L. & H. and Jones Act requirements. The policy must waive subrogation against the ACS.
 - 14.2. **Commercial General Liability Insurance:** The Contractor shall provide and maintain coverage for all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence. This policy must include naming the ACS as an additional assured, with waiver of subrogation.
 - 14.3. **Commercial Automobile Liability Insurance:** The Contractor shall provide and maintain coverage for all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000, combined single limit per occurrence. This policy must include naming the ACS as an additional assured, with waiver of subrogation.

B. Scope of Work

The ACS intends to procure a proven off-the-shelf digital evidence software solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for the functional areas: Small Claims, Civil, Family Law, Juvenile, Probate, Records & Exhibits, and Criminal/Traffic case types. ACS desires a hosted solution that uses a common browser (e.g., Chrome, Firefox, Microsoft Edge) for access and management. Superior customer support and integration with existing CourtView software are extremely important to the ACS. Travel is not anticipated for this project as the ACS expects implementation and training be provided remotely. The solution offered shall include all licensing, modules, implementation, training, support, etc. for a complete offered solution.

Functions and Capabilities: Appendix A details the functions and capabilities ACS desires of a digital evidence software solution and is applicable to all functional areas. Appendix A is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal. Instructions for completing Appendix A are described in Appendix A.

C. Civil Case Exhibit Workflow

The below narrative describes a case scenario workflow for the submittal, admittance and return of exhibits for a hearing. A flowchart of the same case scenario workflow providing a visual of each event is referenced as Appendix B. The offeror should use this information as a script of what to present during a demonstration (refer to section D.5.f).

PUBLIC PARTY (Plaintiff)

1. Prior to start, hearing is set and plaintiff is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

See Functions & Capabilities:

| | |
|-------------------------|--------|
| Authorized User Access: | 9 - 10 |
| Security: | 21 |

2. Plaintiff uploads:

1 color photo
1 document containing at least 20 pages
3 documents containing at least 2 pages

See Functions & Capabilities:

| | |
|---------------|---------|
| Public Users: | 15 |
| Security: | 17 – 19 |
| Public Needs: | 30 - 43 |
| Court Needs: | 45 - 52 |

PUBLIC PARTY (Defendant)

1. Prior to start, hearing is set and defendant is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

See Functions & Capabilities:

| | |
|-------------------------|--------|
| Authorized User Access: | 9 - 10 |
| Security: | 21 |

2. Defendant uploads:

1 color photo

- 1 document containing at least 20 pages
- 1 video

See Functions & Capabilities:

| | |
|---------------|---------|
| Public Users: | 15 |
| Security: | 17 - 19 |
| Public Needs: | 30 - 43 |
| Court Needs: | 45 - 52 |

COURTROOM STAFF

1. Prior to hearing:

- a. Once the court accepts possession of exhibits, the parties cannot edit/add exhibits.
- b. The clerk prints a list of exhibits with numbers, descriptions/titles, party submitting and exhibit status submitted.

See Functions & Capabilities:

| | |
|--------------|---------|
| Court Needs: | 58 - 61 |
|--------------|---------|

2. During hearing:

- a. Courtroom Staff access Plaintiff's and Defendant's exhibits for display.
- b. Courtroom Staff/Judge to:
 - 1. Update exhibit status to "admitted into evidence" with date or to "marked for identification."
 - 2. Display a multi-page document exhibit via large window (ex: via video conference software, or video presentation equipment) and play video exhibit via large window to others (ex: via video conference software, or video presentation equipment).
 - 3. Conduct word search in Plaintiff's and Defendant's document exhibits, and highlight, note, etc.
 - 4. Redact document, photo, and video exhibits.
 - 5. Mark an exhibit as sealed for limited viewing access.
 - 6. Update and print Exhibit List of certain exhibits statuses (print only exhibits admitted into evidence, etc.)
 - 7. Sort Exhibit List on the screen by party name, exhibit status, etc.

See Functions & Capabilities:

| | |
|-----------------------------------|-------------------|
| Security: | 24 - 25 |
| Court Needs: | 53 – 57 & 62 - 82 |
| System Data Exchange and Storage: | 88 - 89 |

3. Conclusion of hearing:

- a. Share exhibits with status of received into evidence with jury – view only, no editing.
- b. Retain some exhibits that are moved to an exhibit custodian role for tracking and access.
 - 1. Release/return some exhibits with specific status while system is tracking activity.
 - 2. Release/return exhibits with all statuses while system tracks the activity.
 - 3. Delete exhibits that have been returned while system tracks the activity.

See Functions & Capabilities:

| | |
|-------------------------|---------|
| Authorized User Access: | 11 - 13 |
| Security: | 22 - 23 |
| Court Needs: | 76 |

EXHIBIT CUSTODIAN (Post Hearing)

- 1. Provide view only access to certain exhibits; after viewing, party does not have access unless authorized.
- 2. Destroy/delete exhibits while system tracks the activity.

See Functions & Capabilities:

| | |
|-----------------------------------|---------|
| Authorized User Access: | 11 - 13 |
| Security: | 22 - 23 |
| Court Needs: | 76 |
| System Data Exchange and Storage: | 90 - 91 |

OTHER INFORMATION

1. Describe user-administrator access used for this workflow.

See Functions & Capabilities:

| | |
|----------------------------|-------|
| User-Administrator Access: | 3 - 7 |
|----------------------------|-------|

2. Describe dashboard capabilities used in this workflow.

See Functions & Capabilities:

| | |
|------------|---------|
| Dashboard: | 84 - 85 |
|------------|---------|

3. Describe system data exchange services that would be provided for this workflow.

See Functions & Capabilities:

| | |
|-----------------------------------|---------|
| System Data Exchange and Storage: | 87 - 91 |
|-----------------------------------|---------|

4. Describe customer services that would be available to maintain this workflow.

See Functions & Capabilities:

| | |
|-------------------|---------|
| Customer Support: | 93 - 95 |
|-------------------|---------|

5. Describe expandability/scalability options.

See Functions & Capabilities:

| | |
|-----------------------------------|--------|
| Authorized User Access: | 9 - 10 |
| Public Users: | 15 |
| System Data Exchange and Storage: | 91 |

D. Proposal Evaluation and Award

1. **Basis of Award:** An award will be made to a responsible offeror whose proposal is responsive to the submittal requirements (conforming in all essential aspects to the solicitation requirements) in accordance with the Alaska Court System Procurement Guidelines and the terms and conditions of this solicitation and who receives the highest overall score from the evaluation committee.
2. **Evaluation Committee:** An evaluation committee consisting of ACS representatives, appointed by the Administrative Director of the ACS, will independently review each offer received from responsive offerors. Evaluators will rate each offer according to the methodology outlined below.
3. **Proposal Content:** The offeror's proposal shall present information, which satisfies requirements of the evaluation criteria and other applicable portions of the proposal. Offerors shall decide the level of detail necessary to adequately describe the services proposed in the offer.
4. **Administrative Evaluation for Responsiveness:** Offers will first be evaluated to determine if they are responsive to the submittal requirements of the solicitation: completeness and compliance with all other requirements including instructions, provisions, and terms and conditions of this solicitation. Offers that fail to comply with the essential requirements of the solicitation may be rejected as non-responsive and eliminated from further consideration.
5. **Evaluation Criteria and Method Used:** Evaluation will be made on a points system. The total number of accruable points per offer is a maximum of 100 points. Proposals will be evaluated and scored on each criterion by how well offered solutions meet objectives as stated in this RFP.
 - b. **Price (20 points maximum):** The lowest offered Total Annual Fixed Cost for each lot on the Price Schedule will receive 20 points. All other offers are assigned points based on the formula defined below. Points allocated to higher priced offers will equal the lowest offered price multiplied by 20 points divided by the higher priced offer. Any offer may be rejected if it is unreasonable as to price. The offeror may be asked to provide additional information to establish the reasonableness of any price offered.

Example - Formula Used to Convert Cost to Points

Offered prices, adjusted where appropriate by the application of all applicable preferences.

| | | |
|------------|---|-----------|
| Offeror #1 | - | \$200,000 |
| Offeror #2 | - | \$190,000 |
| Offeror #3 | - | \$180,000 |

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Offer}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Offer})} = \text{POINTS}$$

The RFP allotted a total of 20 points for cost. Offeror #1 receives 20 points.
Offeror #1 receives 18 points.

| | | | | | | | | |
|------------|---|--------|---|-----------|---|-----------|---|--------|
| \$180,000 | x | 20 | = | 3,600,000 | / | \$200,000 | = | 18 |
| Lowest | | Max | | | | Offer #1 | | Points |
| Cost offer | | Points | | | | | | |

- c. **Written Content of Proposal (40 points maximum):** Offerors should provide comprehensive narrative statements that address this criterion. The evaluation committee will score your response submission based upon how well offered services meet objectives as stated in the RFP.

1. How well does the offeror demonstrate their understanding of the project and its objectives?
2. How well does the offeror demonstrate how their existing product and planned improvements will meet the objectives of the ACS?
3. How well does the offeror demonstrate their proposed approach to the project to provide the deliverables, services and objectives of the project?
 - i. How well does the offeror demonstrate their ability to meet desired functions and capabilities? Appendix A details the functions and capabilities ACS desires of a Digital Evidence Software solution. Appendix A is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal.
 - ii. Integration with existing Courtview software is of premium value to the ACS.
4. Customer References: This evaluation may take into consideration input from customer references regarding their experience with the offeror related to providing similar services. The offeror should provide a list of ALL customers who the offeror provided similar services to in the last five years. Customer contact information must be provided upon request by ACS, including include the name of the organization, name of the organization's appropriate contact (e.g., project manager), telephone number, service dates, and specific services provided to the organization.
- d. **Account Team Support (10 points maximum):** How well does the offeror demonstrate their proposed approach to provide account team support and point of contact? How well does the offeror demonstrate the relevant experience, qualifications and level of commitment of the account team? Offerors should describe the roles and responsibilities of each account team member, pre and post-sale, in a hierarchical format including their management staff. Phone numbers, fax numbers, email and postal addresses should be included on the hierarchy for escalation purposes.
- e. **Viability of Offeror (10 points maximum):** How well does the offeror's response to the following support their viability?
 1. Parent company name (if applicable)
 2. Web site URL
 3. Company location (corporate office and/or other offices)
 4. Company's initial year of operation
 5. Total number of employees including an Organizational Chart
 6. Description of ownership and/or strategic partnerships of the company
 7. Description of any third-party relationships/alliances, association memberships or sponsorships
 8. Description and status of any outstanding legal action against the company or partnering company(s)
 9. Description of any acquisitions or mergers anticipated in the next six months
 10. Audited financial statements for the most recent three years
 11. Offeror Fiscal Viability Statement from the last audit of the offeror
 12. Most recent Dun and Bradstreet report
 13. Length of time the offeror has provided the type of product being proposed
 14. Total number of offeror installations of the version of software being proposed
 15. Identification of any earlier versions of the proposed product that are no longer supported
 16. Name, business location, description of work to be performed, and evidence of an Alaska business license for any subcontractor(s) to be used for the project
- f. **Demonstrations (20 points maximum):** A demonstration of the proposed digital evidence software solution may be required by the top-ranking offerors. If required, offerors will present a live, real-time version of their proposed system. It should be a live demonstration of a finished product that is in production with at least three current customers. Demonstrations may be up to two (2) hours in duration followed by questions from the evaluation committee. The demonstrations will be evaluated on the manner in which the offeror is represented and by the ability of the proposed solution to meet the objectives of the RFP as stated in the proposed offer. This will be the offeror's opportunity to

demonstrate the proposed system as it is pertinent to the project. This is also the opportunity for the evaluation committee to ask any clarification questions of the proposal. If a demonstration is required, it is anticipated that offerors selected for this process will be notified by June 7, 2022 to schedule the demonstration during the time period of June 9-14, 2022. This process may be presented on-site in Anchorage or remotely. If presented on-site, all travel and related costs for this process will be the responsibility of the offeror.

1. The offeror should use the information in Section C, Civil Case Exhibit Workflow as a script of what to present during a demonstration;
2. Explain the work plan for providing the court system with a digital evidence case management solution per the RFP specifications:
 - i. Describe how you will execute the work plan to meet the court system's needs, functionality and capabilities;
 - ii. Demonstrate a clear understanding of the project specifications and any challenges or risks;
 - iii. Include items such as key personnel, mitigation measures or approaches to challenges or risks, available customer service, timetables, deliverables, and communication methods, as applicable;
 - iv. Describe how you will transition from configuration and customizations (if necessary) to implementation and startup.
5. **Right to Waive Requirements:** If all Offerors fail to meet any minimum requirement(s), the evaluation committee may, at the option of the Procurement Officer, waive particular requirements at its discretion. If it is determined that a requirement shall be waived, the evaluation committee must waive the requirement for all Offerors equally and without discrimination.
6. **Clarification of Offers:** In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer and evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Procurement Officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.
7. **Discussions with Offerors:** ACS may conduct discussions with offerors in accordance with 2-204.14 of the Alaska Court System Procurement Guidelines. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and offer. Discussions will be limited to specific sections of the RFP or offer identified by the Procurement Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability requiring accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be made in writing by the offeror.

8. **Best and Final Offers:** Subsequent to issuance of the last amendment, if any, and any changes made to the offers, the Procurement Officer shall set a date and time for the submission of Best and Final Offers, if such are requested. Best and Final Offers may be submitted only once unless the Procurement Officer determines that additional questions, need for clarification, or modification of the offers has been raised in the Best and Final Offer. In this case, the Procurement Officer shall notify all offerors still under consideration for award in writing. The notice shall identify the questions, changes, or modifications deemed to require further consideration, and set a new date and time for submittal of Best and Final Offers. If an offeror does not submit a Best and Final Offer or a notice of withdrawal, their immediate previous offer will be considered to be their Best and Final Offer.

E. SUBMITTAL CHECKLIST

To assist Offerors in returning requested information, the following list of submittals has been prepared for your use.

1. Copies of complete signed offer (Cover Page to be signed) – One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word and Excel or PDF format on a CD or DVD) are required in a sealed envelope.
2. Completed RFP cover page signed by a person in the organization authorized to enter into contracts.
3. Completed Price Schedule with acknowledgement of any amendments issued.
4. Price Schedule: Offeror's price proposals shall be submitted on Price Schedule.
5. Offeror's written proposal should include statements that address each evaluation criterion and information requested within the Scope of Work. ACS may award a contract on the basis of initial offers without discussion. Offerors shall decide the level of detail necessary to adequately describe the services included in their offer.
6. Offeror's references.
7. Evidence of Offeror's current Alaska Business License.
8. Notification of qualifying preferences.
9. Any additional information requested within this RFP.

G. PRICE SCHEDULE

1. Total Cost – 5 Years = Software plus other one-time costs plus five (5) years of Annual Recurring Costs. For pricing evaluation, this will be calculated as Software License and other One Time Costs added to the annual recurring Maintenance and Support costs multiplied by five (5) years.
2. Include cost for all licensing, modules, implementation, training, support, etc. to provide for a complete offered solution.
3. All applicable spaces must be completed in the Pricing Schedule. A blank space (or n/a) will be considered as zero dollars to provide the specified line item.

| | ONE TIME COSTS | ANNUAL RECURRING COSTS |
|--|----------------|------------------------|
| 1. Concurrent user license for all internal (100 concurrent court staff) and external (100,000 public) users and to include all Functions/Capabilities identified by the offeror as Developed and Deployed and In Development on the RFP Functions and Capabilities spreadsheet (Appendix A – spreadsheet columns C & D). If offer is for other than concurrent user license, describe the type of license offered (pricing shall be for 500 court staff user licenses): _____ _____ _____ | | |
| 2. Any Additional Cost for Functions/Capabilities identified by the offeror as Can be Developed on the RFP Functions and Capabilities spreadsheet (Appendix A – spreadsheet column E). | | |
| 3. Any Additional Cost for Implementation and Training | | |
| 4. Other Costs (specify) (e.g., additional module(s) necessary for a complete solution, annual support) _____ _____ | | |
| 5. Annual Hosting Fee | | |
| Subtotal | | |
| Total Cost – 5 Years (one-time costs) + (annual recurring costs x 5 years) | | |

ACKNOWLEDGEMENT OF AMENDMENTS

The Offeror acknowledges receipt of the following amendments and that associated costs are included in this proposal:

Amendment #, Date Issued

Amendment #, Date Issued

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

| | | | |
|--|------------------------|--|-------------------|
| 1. Contract Number | 2. Solicitation Number | 3. Financial Coding | 4. Contract Title |
| 5. Vendor Number | 6. Project/Case Number | 7. Alaska Business License Number | |
| This contract is between the State of Alaska, | | | |
| 8. Department of | Division | hereafter the ACS, and | |
| 9. Contractor <div style="text-align: right;">hereafter the Contractor</div> | | | |
| Mailing Address | Street or P.O. Box | City | State ZIP+4 |
| 10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the ACS shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the ACS, the contractor shall refer to the Authority Number or the Contract Number and send the billing to: | | | |
| 11. Department of | Attention: Division of | | |
| Mailing Address | Attention: | | |
| 12. CONTRACTOR | | 14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. | |
| Name of Firm | | | |
| Signature of Authorized Representative | Date | | |
| Typed or Printed Name of Authorized Representative | | | |
| Title | | | |
| 13. CONTRACTING AGENCY | | Signature of Administrative Director or Designee | Date |
| Department/Division | Date | Typed or Printed Name Title | |
| Signature of Administrative Director or Designee | | | |
| Typed or Printed Name of Administrative Director or Designee | | | |
| Title | | | |

NOTICE: This contract has no effect until signed by the Administrative Director or designee.

APPENDIX A**GENERAL PROVISIONS****Article 1. Definitions.**

- 1.1 In this contract and appendices, "Administrative Director" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "Contracting Agency" means the department for which this contract is to be performed and for which the Administrative Director or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The ACS may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the ACS reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Specifically, this agreement is governed by the Alaska Court System Procurement Guidelines dated September 25, 2013, and applicable administrative rules of court. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska in Anchorage.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on ACS contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with ACS efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all ACS directives considered essential by ACS to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director or Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the ACS. The ACS is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director or Procurement Officer.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing and approved by the Project Director or Procurement Officer.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the ACS in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the ACS under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the ACS and may be used by the ACS for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the ACS the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the ACS's sovereign immunity, (2) impose indemnification obligations on the ACS that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the ACS may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.



State of Alaska
Alaska Court System

Request for Proposals
ACS-RFP-22-002

Digital Evidence Software

Date of Solicitation: Wednesday, May 11, 2022
Preproposal Conference: Monday, May 23, 2022
Proposal Submission Deadline: Wednesday, June 1, 2022, 2:00 p.m. Alaska Time (AKT)

Proposal Submission shall be mailed/delivered to the address below. All questions related to this RFP shall be made in writing to the Alaska Court System contact below. Refer to General Requirements, Section A.1 and A.3 for additional instruction.

| | | |
|--|---|---|
| Alaska Court System Jesse Head, Procurement Specialist II 820 West 4 th Avenue Anchorage, AK 99501 | _____ Company Submitting Proposal | DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO |
| Telephone Number 907-264-8224 Fax Number 907-264-8290 jhead@akcourts.gov | _____ Printed Name | IF YOU QUALIFY FOR ANY OF THE OTHER PREFERENCES LISTED ON PAGES EIGHT AND NINE, CHECK THE APPROPRIATE BOX? [] #3 [] #5 [] #6 [] #7 [] #8 [] #9 |
| | _____ Authorized Signature | |
| | _____ Date | _____ Federal Tax ID Number |
| | _____ Alaska Business License Number | _____ Telephone Number |

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Standard Terms and Conditions

1. **Authority:** This request for proposal is conducted under the provisions of the Alaska Court System (sometimes referred to as "ACS") Procurement Guidelines, adopted by the administrative director of the Alaska Court System effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Purchasing Office, Alaska Court System, 820 West Fourth Avenue, 2nd Floor, Anchorage, Alaska 99501. Telephone: (907) 264-8224 or on-line at www.courts.alaska.gov/fops/procurement.pdf.
2. **Offerors with Disabilities:** The Alaska Court System complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFP as soon as possible, but no later than the date and time proposals are due to make any necessary arrangements.
3. **Request for Proposal (RFP) Review:** Offerors are requested to carefully review this solicitation as soon as it is received for defects and questionable or objectionable content. Questions, objections, or comments should be made in writing and received by the purchasing office no less than 15 calendar days before proposal opening, so that any necessary amendments may be published and distributed to Offerors. Protests based upon any omissions, errors, or the content of the Request for Proposal will be disallowed if not made in writing and received by the purchasing office no less than 10 calendar days before proposal opening.
4. **Alaska Business License:** At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. By signature on this form, the offeror certifies that (1) the offeror has a valid Alaska business license and has submitted one of the following forms of evidence of an Alaska business license with the proposal:
 - 4.1 a copy of the offeror's valid business license;
 - 4.2 certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
 - 4.3 a canceled check for the Alaska business license fee;
 - 4.4 a copy of the business license application with a receipt date stamp from the state's occupational licensing office; or
 - 4.5 a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
5. **Submitting Proposals:** It is the responsibility of the Offeror to ensure that the purchasing office receives the proposal and subsequent amendments before scheduled proposal opening. Late proposals, including those mis-delivered to other Alaska Court System divisions, will not be accepted. Proposals will not be accepted via facsimile.
6. **Proposal Preparation Costs:** The Alaska Court System shall not be liable for any costs incurred by the Offeror in proposal preparation.
7. **Proposal Forms:** Offerors must use the attached forms in submitting proposals. Proposals may be submitted on photocopied forms.
8. **Amendments:** If an amendment is issued, it will be provided to all who were distributed a copy of this RFP by the purchasing office or registered with the purchasing office as having received a copy of the RFP.
9. **Authorized Signature:** All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP.
10. **Offeror's Certification:** By signature on the proposal, offerors certify that they comply with the following:

- 10.1. The laws of the State of Alaska;
- 10.2. the applicable portion of the Federal Civil Rights Act of 1964;
- 10.3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- 10.4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- 10.5. all terms and conditions set out in this RFP;
- 10.6. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- 10.7. that the offers will remain open and valid for at least 90 days; and
- 10.8. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
- 10.9. the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2021-trafficking-in-persons-report/>

If any offeror fails to comply with this section, the ACS reserves the right to reject the proposal as non-responsive, terminate the contract, or consider the contractor in default.

11. **News Releases:** News releases related to this RFP will not be made without prior approval of the project director.
12. **Prices:** The Offeror shall state prices in the units of issue on this RFP. Prices must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon transfer of title, the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
13. **Taxes:** Prices must be exclusive of federal, state, and local taxes. If the Offeror believes that certain taxes are properly payable by the Alaska Court System such taxes may be listed separately (directly below the proposal price for the affected item). The Alaska Constitution provides that the State of Alaska is exempt from all taxes emanating from within Alaska. Taxes emanating from within Alaska include city and/or borough levied taxes, as well as state taxes, and include sales, use, room, property, and other miscellaneous taxes.
14. **Extension of Prices:** In case of error in the extension of prices in the proposal, the unit prices will govern. Written unit price shall govern a numeric unit price when both are present or called for.
15. **Firm Offer:** Proposals made in accordance with this Request for Proposal shall be good and firm from a period of ninety (90) days from the date of proposal opening. The offeror may specifically limit a proposal to a shorter period by written notification on the proposal document. However, proposals so modified may be declared non-responsive. Specific contract terms may override this condition.
16. **Suitable Materials, Etc:** All products offered must be new and of the latest model currently advertised in the general market.
17. **F.O.B. Point:** All goods purchased through this contract will be F.O.B. final destination, pre-paid. Unless specifically stated otherwise, prices offered must include all costs associated with shipping, packing, delivery and installation to the F.O.B. point. No additional costs will be allowed. ACS will not accept or pay for damaged goods. Goods damaged in shipment are the responsibility of the contractor.
18. **Supplemental Terms and Conditions:** Offers including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the RFP or that diminish the Alaska Court System's rights under any contract resulting from this RFP will be considered null and void. The Alaska Court System is not

responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract (1) if conflict arises between a supplemental term or condition included in the offer and a term or condition of the RFP the term or condition of the RFP will prevail; and (2) if the Alaska Court System's rights are diminished as a result of application of a supplemental term or condition included in the offer, the supplemental term or condition will be considered null and void.

19. **Disclosure of Proposal Contents:** All proposals and other material submitted become the property of the Alaska Court System and may be returned only at the Alaska Court System's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.
20. **Right of Rejection:** The Alaska Court System may reject any and all proposals, and may waive minor informalities in proposals received. Proposals with minor informalities will be considered responsive and accepted if the purchasing office determines that acceptance is in the best interest of the ACS. A proposal will be rejected if it does not conform in all material respects to the essential requirements of the solicitation, if it contains a material alteration (including an erasure which is not initialed by the signer of the proposal), or if the Offeror changes or qualifies the terms or conditions of the solicitation in a material manner which gives the Offeror a competitive advantage over other Offerors. The Alaska Court System reserves the right to refrain from making an award if it determines that to be in its best interest.
21. **RFP Cancellation:** This solicitation may be canceled before the opening in whole or in part when the purchasing office determines in writing that such action is in the best interest of the ACS.
22. **Responsibility:** A proposal will be awarded only to a responsible Offeror, who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A determination by the purchasing office that an Offeror is not responsible may be protested.
23. **Notice of Intent to Award:** Ten days prior to the formal award of this contract, a Notice of Intent to Award will be issued to all Offerors.
24. **Filing a Protest:** An aggrieved Offeror responding to a competitive proposal may file a written protest that contains the information required by 4-401.02.2 of the Alaska Court System Procurement Guidelines to the purchasing office no more than 10 calendar days after receipt of the intent to award.
25. **Contract Agreement:** This RFP does not, by itself, obligate ACS. A contract resulting from this RFP may be awarded only by written agreement between the parties. Upon written notice to the Contractor, ACS may set a different starting date for the contract. ACS will not be responsible for commodities ordered or work done which occurs prior to the contract start date set by ACS in the contract.
26. **RFP Binding Part of Contract:** All terms and conditions set forth in this RFP are considered a binding part of the contract between the contractor and the ACS. The contract may contain additional covenants and other provisions as may be mutually acceptable. Submission of a proposal shall constitute agreement to a contract on these the terms and conditions of this RFP.
27. **Continuing Obligation of the Contractor:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until any applicable warranty, guarantee, maintenance, and parts availability requirements have completely expired.

28. **Assignment(s):** Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the procurement officer of the contracting agency. Proposals that are conditioned upon the Alaska Court System's approval of an assignment will be rejected as non-responsive.
29. **Disputes:** Any disputes arising out of this agreement shall be resolved under the Alaska Court System Procurement Guidelines, Rule 47 of the Alaska Rules of Administrative Procedure and the laws of Alaska.
30. **Subcontractors:** Unless otherwise specified, subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Contractor must provide a listing of all subcontractors to be used in performance of this contract within 5 days after intent to award. Those subcontractors are subject to the same qualifications as the Contractor. The list must include name and location of place of business for each subcontractor, the work to be subcontracted to each subcontractor, and evidence of the subcontractor's Alaska Business License.
31. **Compliance:** In the performance of a contract that results from this RFP, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
32. **Inspection & Modification—Reimbursement for Unacceptable Deliverables:** The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the ACS project director. The Alaska Court System may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent the project director may direct the Contractor to make such changes. The Contractor will not unreasonably withhold such changes.
33. **Failure to Perform:** Substantial failure of the Contractor to perform the contract may cause the Alaska Court System to terminate the contract. In this event, the Alaska Court System may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.
34. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the Alaska Court System from and against any claim of, or liability for, error, omission or negligent act of the Contractor under this agreement. The contractor shall not be required to indemnify the Alaska Court System for a claim of, or liability for, the independent negligence of the Alaska Court System. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Alaska Court System, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Alaska Court System" include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Alaska Court System's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
35. **Force Majeure (Impossibility to perform):** The Contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic ; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

However, the definition of Force Majeure contained in this provision specifically excludes the current emergency relating to the coronavirus disease (COVID-19)/severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), declared in 2020 and continuing; any failure to perform, or default in performing any of Contractor's obligations under

this Agreement that is a consequence of the COVID-19 epidemic is deemed “foreseeable,” and is not therefore excused under this provision.

36. **Right to Inspect Place of Business:** At reasonable times, the Alaska Court System may inspect those areas of the Contractor’s place of business that are related to the performance of a contract. If the Alaska Court System makes such an inspection, the Contractor must provide reasonable assistance.
37. **Severability:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
38. **Default:** In the case of default of the Contractor, the Alaska Court System may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. A Contractor/vendor may be held in default or held responsible for incidental and/or consequential damages in accordance with AS 45.02.711 - 45.02.721. In the event of damage of Alaska Court System property in the performance of a contract, the primary Contractor will be held responsible and shall reimburse the Alaska Court System to the extent of the damage.
39. **Termination for Default:** If the ACS project director determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Alaska Court System may, by providing written notice to the Contractor, terminate the Contractor’s right to proceed with part or all of the remaining work.
40. **Contract Funding:** Because the payment of a contract is subject to appropriation by the legislature of the State of Alaska, the contract may be terminated if the legislature enacts an appropriations bill that reduces the operating budget of the Alaska Court System below its adjusted base for the immediately preceding fiscal year.
41. **Contract Extension:** The Contractor agrees: (1) that any holding over of the contract (including any exercised renewal options) shall be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect; (2) both the Alaska Court System and the Contractor agree to provide written notice to the other party of their intent to cancel such month-to-month extension at least 30 days prior to the desired date of cancellation; (3) under no circumstances shall this holding over period be permitted to extend beyond 90 days after the original (or any renewal) termination date.

Preferences

1. **Alaskan Bidder’s Preference:** The highest available points allocated to the Price section of the evaluation criteria, in each lot, will be given to the lowest responsive and responsible Offeror after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to an Offeror who: (1) holds a current Alaska business license; (2) submits a proposal for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).
2. **Alaskan Offeror’s Preference:** If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror’s Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

3. **Alaskan Veteran Preference:** An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans. An "Alaska Veteran" means an individual who is a (1) resident of this state; and (2) veteran; in this paragraph, "veteran" means an individual who (A) served in the (i) armed forces of the United States, including a reserve unit of the United States armed forces; or (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and (B) was separated from service under a condition that was not dishonorable.
- 3.1. **Alaska Veteran Preference Affidavit:** In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.
4. **Use of Local Forest Products:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, as described in AS 36.15.010.
5. **Local Agricultural and Fisheries Products Preference:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money only those products harvested in Alaska, or in the case of fisheries, products harvested or processed within the jurisdiction of Alaska, will be purchased (provided they are available) of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, as described in AS 36.15.050.
6. **Alaska Product Preference:** An Offeror that designates the use of an Alaska Product which meets the requirements of the RFP specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the proposal evaluation as described in AS 36.30.332 and 3 AAC 92.010.
7. **Employment Program Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible Offeror with a proposal that is no more than fifteen percent (15%) higher than the lowest proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(c) and 2 AAC 12.050. This preference applies only to the Price section of the evaluation criteria. The term "award" in this section refers to the highest points possible allocated in the Price section of the evaluation criteria (in each lot) that will be given to the Offeror after the preference is applied.
8. **Alaskans with Disabilities Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible Offeror with a proposal that is no more than ten percent (10%) higher than the lowest proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(e). This preference applies only to the Price section of the evaluation criteria. The term "award", in this section, refers to the highest points possible allocated in the Price section of the evaluation criteria, in each lot, that will be given to the Offeror after the preference is applied.
9. **Employers of People with Disabilities Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the proposal is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible offer that is no more than ten percent (10%) higher than the lowest responsive and responsible proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(f). This preference applies only to the Price section of the evaluation criteria. The term "award" in this section refers to the highest points possible allocated in the Price section of the evaluation criteria (in each lot) that will be given to the Offeror after the preference is applied.

10. **Preference Qualification Letter:** Regarding preferences 7, 8 and 9 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskans with disabilities and, [3] employers who qualify for preference as employers of people with disabilities. As described in AS 36.30.170(j), in order to qualify for one of these preferences an Offeror must add value by actually performing, controlling, managing, and supervising the services provided. For supplies, an Offeror must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 7, 8, or 9 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the Procurement Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter mentioned above with their proposal will cause the ACS to disallow the preference.

11. **Limitation on Preferences under Paragraphs 7, 8, and 9, above:** A preference under paragraph 7, 8, or 9, above, is in addition to any other preference for which the Offeror qualifies. However, an Offeror may only receive one of the preferences listed under paragraphs 7, 8, or 9 above.

A. GENERAL REQUIREMENTS

1. **Proposal Submission Deadline:** One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word or PDF format on a CD or DVD), must be submitted in a sealed envelope and must be received by the purchasing office no later than **2:00 p.m. AKT on Wednesday, June 1, 2022**. Proposals may be hand delivered or mailed to the purchasing office located at 820 West Fourth Avenue, Anchorage, AK 99501. Late proposals will not be accepted. Proposals will not be accepted via facsimile. The proposal number **ACS-RFP-22-002** is to be clearly marked on the outside of the sealed envelope. Proposals are not subject to public opening. Your proposal must be signed by the official of your company with the authority to enter into a contract.
2. **Pre-Proposal Conference:** A non-mandatory pre-proposal conference, to discuss the requirements, the terms and conditions of this solicitation, and to provide clarification to potential offerors will be held via Zoom on May 23, 2022 at 9:00 a.m. AKT. Zoom is below:

<https://AKCOURTS-GOV.zoom.us/j/85236202085?pwd=ZWVhPK25WMVZURWxPeWgrdktVZ3I5Zz09>

Meeting ID: 852 3620 2085

Passcode: C\$e2vK9=

One tap mobile

8887880099,,85236202085#,,,,*76273266# US Toll-free

8335480276,,85236202085#,,,,*76273266# US Toll-free

Dial by your location

888 788 0099 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 852 3620 2085

Passcode: 76273266

Find your local number: <https://AKCOURTS-GOV.zoom.us/j/85236202085?pwd=ZWVhPK25WMVZURWxPeWgrdktVZ3I5Zz09>

Join by SIP

85236202085@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 852 3620 2085

Passcode: 76273266

Join by Skype for Business

<https://AKCOURTS-GOV.zoom.us/j/85236202085?pwd=ZWVhPK25WMVZURWxPeWgrdktVZ3I5Zz09>

Questions and comments prior to the pre-proposal conference should be submitted at least two business days in advance so that they may be addressed during the pre-proposal conference.

3. **Questions and Comments:** Questions and comments may be emailed to jhead@akcourts.gov. Offerors shall not communicate with any judicial officer or other Alaska Court System (ACS) employees regarding this RFP. No statements of any representative of the ACS shall be relied upon as changing the language or intent of the proposal. Any changes to the solicitation shall be issued by written amendment by the responsible procurement officer.

4. Anticipated Calendar of Events

| | |
|------------------------------|-----------------|
| RFP Issued | May 11, 2022 |
| Written Questions Due | May 19, 2022 |
| Pre-Proposal Conference | May 23, 2022 |
| Proposal Submission Deadline | June 1, 2022 |
| Offeror Notified on Demos | June 7, 2022 |
| Demonstrations | June 9-14, 2022 |
| Notice of Intent to Award | June 17, 2022 |
| Award of Contract | June 28, 2022 |

5. **Contract Intent:** The ACS intends to procure a digital evidence solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for the court.
6. **Term of Contract:** It is anticipated that the term of the contract will be approximately five (5) years from award date. At the option of the ACS, the contract may be renewed annually for up to five (5) additional years. Contract prices will remain firm for the first three (3) years. Increases in pricing for each of the additional terms may be at the rate of the increase of the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers – All, issued in January. The third year of the contract will be considered the start of the base year for CPI adjustments. In the event of a drop in the index, pricing terms will not be adjusted downward and the most recently negotiated rate will remain in effect. Prices may be adjusted at the start of each optional renewal period. Contractor must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the ACS receives their written request. The ACS reserves the right to negotiate renewal rates rather than use CPI adjustments.
7. **Contract Approval:** This RFP does not, by itself, obligate ACS. ACS's obligation will commence when the Procurement Officer approves the contract award and a contract is signed by both parties. ACS will not be responsible for commodities ordered or work done, if it occurs prior to the contract start date set by ACS.
8. **Confidentiality Agreement:** Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. In addition, any records, information and data compiled in accordance with the duties and responsibilities of a contract as a result of this RFP are confidential and will be the property of the ACS. Prior to commencing any work under a contract as a result of this RFP, all project team members may be required to sign a confidentiality agreement for non-disclosure of confidential court information. The ACS may limit or reject certain individuals if their presence is determined by the project manager to be detrimental to the normal conduct of business.
9. **Payments:** The Contractor will submit a single invoice upon completion of work. No payment will be made until the ACS project manager and Administrative Director have approved the invoice. Invoices will be payable within thirty days from the date of receipt. The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by an ACS Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date the payment is mailed.
10. **Independent Contractor:** The contractor and any subcontractors, agents, and employees of the contractor act in an independent capacity and are not officers or employees or agents of the ACS in the performance of a contract as a result of this RFP.
11. **Litigation History:** By submitting a proposal, an Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
12. **Termination for Cause:** The ACS may terminate the contract if the contractor fails to: (1) deliver the supplies or perform the services within the time specified in the contract or any extension; (2) maintain adequate progress, thus endangering performance of the contract; (3) honor any term of the contract; or (4) abide by any statutory,

regulatory, or licensing requirement. The contractor shall continue work on any work not terminated. The rights and remedies of the ACS in this clause are in addition to any other rights and remedies provided by law.

In addition, the ACS may terminate the contract if any of the following service affecting events occurs:

- A. 24 hours of down time in a month's time.
- B. 10 hours consecutive downtime.

13. **Termination for Convenience:** The Alaska Court System, by written notice to the contractor, may terminate the contract in whole or in part when the ACS determines in its sole discretion that it is in the ACS's best interest to do so. The contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The contractor shall be entitled to payment only for the work actually completed, and shall not be entitled to cancellation charges, lost profits, or other consequential or incidental damages. Notwithstanding the foregoing, the contractor shall be entitled to recover any cancellation charges by its suppliers to the extent such charges are reasonable and unavoidable.
14. **Insurance:** Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the policies of insurance as described below. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
 - 14.1. **Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal L. & H. and Jones Act requirements. The policy must waive subrogation against the ACS.
 - 14.2. **Commercial General Liability Insurance:** The Contractor shall provide and maintain coverage for all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence. This policy must include naming the ACS as an additional assured, with waiver of subrogation.
 - 14.3. **Commercial Automobile Liability Insurance:** The Contractor shall provide and maintain coverage for all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000, combined single limit per occurrence. This policy must include naming the ACS as an additional assured, with waiver of subrogation.

B. Scope of Work

The ACS intends to procure a proven off-the-shelf digital evidence software solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for the functional areas: Small Claims, Civil, Family Law, Juvenile, Probate, Records & Exhibits, and Criminal/Traffic case types. ACS desires a hosted solution that uses a common browser (e.g., Chrome, Firefox, Microsoft Edge) for access and management. Superior customer support and integration with existing CourtView software are extremely important to the ACS. Travel is not anticipated for this project as the ACS expects implementation and training be provided remotely. The solution offered shall include all licensing, modules, implementation, training, support, etc. for a complete offered solution.

Functions and Capabilities: Appendix A details the functions and capabilities ACS desires of a digital evidence software solution and is applicable to all functional areas. Appendix A is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal. Instructions for completing Appendix A are described in Appendix A.

C. Civil Case Exhibit Workflow

The below narrative describes a case scenario workflow for the submittal, admittance and return of exhibits for a hearing. A flowchart of the same case scenario workflow providing a visual of each event is referenced as Appendix B. The offeror should use this information as a script of what to present during a demonstration (refer to section D.5.f).

PUBLIC PARTY (Plaintiff)

1. Prior to start, hearing is set and plaintiff is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

See Functions & Capabilities:

| | |
|-------------------------|--------|
| Authorized User Access: | 9 - 10 |
| Security: | 21 |

2. Plaintiff uploads:

1 color photo
1 document containing at least 20 pages
3 documents containing at least 2 pages

See Functions & Capabilities:

| | |
|---------------|---------|
| Public Users: | 15 |
| Security: | 17 – 19 |
| Public Needs: | 30 - 43 |
| Court Needs: | 45 - 52 |

PUBLIC PARTY (Defendant)

1. Prior to start, hearing is set and defendant is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

See Functions & Capabilities:

| | |
|-------------------------|--------|
| Authorized User Access: | 9 - 10 |
| Security: | 21 |

2. Defendant uploads:

1 color photo

- 1 document containing at least 20 pages
- 1 video

See Functions & Capabilities:

| | |
|---------------|---------|
| Public Users: | 15 |
| Security: | 17 - 19 |
| Public Needs: | 30 - 43 |
| Court Needs: | 45 - 52 |

COURTROOM STAFF

1. Prior to hearing:

- a. Once the court accepts possession of exhibits, the parties cannot edit/add exhibits.
- b. The clerk prints a list of exhibits with numbers, descriptions/titles, party submitting and exhibit status submitted.

See Functions & Capabilities:

| | |
|--------------|---------|
| Court Needs: | 58 - 61 |
|--------------|---------|

2. During hearing:

- a. Courtroom Staff access Plaintiff's and Defendant's exhibits for display.
- b. Courtroom Staff/Judge to:
 - 1. Update exhibit status to "admitted into evidence" with date or to "marked for identification."
 - 2. Display a multi-page document exhibit via large window (ex: via video conference software, or video presentation equipment) and play video exhibit via large window to others (ex: via video conference software, or video presentation equipment).
 - 3. Conduct word search in Plaintiff's and Defendant's document exhibits, and highlight, note, etc.
 - 4. Redact document, photo, and video exhibits.
 - 5. Mark an exhibit as sealed for limited viewing access.
 - 6. Update and print Exhibit List of certain exhibits statuses (print only exhibits admitted into evidence, etc.)
 - 7. Sort Exhibit List on the screen by party name, exhibit status, etc.

See Functions & Capabilities:

| | |
|-----------------------------------|-------------------|
| Security: | 24 - 25 |
| Court Needs: | 53 – 57 & 62 - 82 |
| System Data Exchange and Storage: | 88 - 89 |

3. Conclusion of hearing:

- a. Share exhibits with status of received into evidence with jury – view only, no editing.
- b. Retain some exhibits that are moved to an exhibit custodian role for tracking and access.
 - 1. Release/return some exhibits with specific status while system is tracking activity.
 - 2. Release/return exhibits with all statuses while system tracks the activity.
 - 3. Delete exhibits that have been returned while system tracks the activity.

See Functions & Capabilities:

| | |
|-------------------------|---------|
| Authorized User Access: | 11 - 13 |
| Security: | 22 - 23 |
| Court Needs: | 76 |

EXHIBIT CUSTODIAN (Post Hearing)

- 1. Provide view only access to certain exhibits; after viewing, party does not have access unless authorized.
- 2. Destroy/delete exhibits while system tracks the activity.

See Functions & Capabilities:

| | |
|-----------------------------------|---------|
| Authorized User Access: | 11 - 13 |
| Security: | 22 - 23 |
| Court Needs: | 76 |
| System Data Exchange and Storage: | 90 - 91 |

OTHER INFORMATION

1. Describe user-administrator access used for this workflow.

See Functions & Capabilities:

| | |
|----------------------------|-------|
| User-Administrator Access: | 3 - 7 |
|----------------------------|-------|

2. Describe dashboard capabilities used in this workflow.

See Functions & Capabilities:

| | |
|------------|---------|
| Dashboard: | 84 - 85 |
|------------|---------|

3. Describe system data exchange services that would be provided for this workflow.

See Functions & Capabilities:

| | |
|-----------------------------------|---------|
| System Data Exchange and Storage: | 87 - 91 |
|-----------------------------------|---------|

4. Describe customer services that would be available to maintain this workflow.

See Functions & Capabilities:

| | |
|-------------------|---------|
| Customer Support: | 93 - 95 |
|-------------------|---------|

5. Describe expandability/scalability options.

See Functions & Capabilities:

| | |
|-----------------------------------|--------|
| Authorized User Access: | 9 - 10 |
| Public Users: | 15 |
| System Data Exchange and Storage: | 91 |

D. Proposal Evaluation and Award

1. **Basis of Award:** An award will be made to a responsible offeror whose proposal is responsive to the submittal requirements (conforming in all essential aspects to the solicitation requirements) in accordance with the Alaska Court System Procurement Guidelines and the terms and conditions of this solicitation and who receives the highest overall score from the evaluation committee.
2. **Evaluation Committee:** An evaluation committee consisting of ACS representatives, appointed by the Administrative Director of the ACS, will independently review each offer received from responsive offerors. Evaluators will rate each offer according to the methodology outlined below.
3. **Proposal Content:** The offeror's proposal shall present information, which satisfies requirements of the evaluation criteria and other applicable portions of the proposal. Offerors shall decide the level of detail necessary to adequately describe the services proposed in the offer.
4. **Administrative Evaluation for Responsiveness:** Offers will first be evaluated to determine if they are responsive to the submittal requirements of the solicitation: completeness and compliance with all other requirements including instructions, provisions, and terms and conditions of this solicitation. Offers that fail to comply with the essential requirements of the solicitation may be rejected as non-responsive and eliminated from further consideration.
5. **Evaluation Criteria and Method Used:** Evaluation will be made on a points system. The total number of accruable points per offer is a maximum of 100 points. Proposals will be evaluated and scored on each criterion by how well offered solutions meet objectives as stated in this RFP.
 - b. **Price (20 points maximum):** The lowest offered Total Annual Fixed Cost for each lot on the Price Schedule will receive 20 points. All other offers are assigned points based on the formula defined below. Points allocated to higher priced offers will equal the lowest offered price multiplied by 20 points divided by the higher priced offer. Any offer may be rejected if it is unreasonable as to price. The offeror may be asked to provide additional information to establish the reasonableness of any price offered.

Example - Formula Used to Convert Cost to Points

Offered prices, adjusted where appropriate by the application of all applicable preferences.

| | | |
|------------|---|-----------|
| Offeror #1 | - | \$200,000 |
| Offeror #2 | - | \$190,000 |
| Offeror #3 | - | \$180,000 |

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Offer}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Offer})} = \text{POINTS}$$

The RFP allotted a total of 20 points for cost. Offeror #1 receives 20 points.
Offeror #1 receives 18 points.

| | | | | | | | | |
|------------|---|--------|---|-----------|---|-----------|---|--------|
| \$180,000 | x | 20 | = | 3,600,000 | / | \$200,000 | = | 18 |
| Lowest | | Max | | | | Offer #1 | | Points |
| Cost offer | | Points | | | | | | |

- c. **Written Content of Proposal (40 points maximum):** Offerors should provide comprehensive narrative statements that address this criterion. The evaluation committee will score your response submission based upon how well offered services meet objectives as stated in the RFP.

1. How well does the offeror demonstrate their understanding of the project and its objectives?
2. How well does the offeror demonstrate how their existing product and planned improvements will meet the objectives of the ACS?
3. How well does the offeror demonstrate their proposed approach to the project to provide the deliverables, services and objectives of the project?
 - i. How well does the offeror demonstrate their ability to meet desired functions and capabilities? Appendix A details the functions and capabilities ACS desires of a Digital Evidence Software solution. Appendix A is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal.
 - ii. Integration with existing Courtview software is of premium value to the ACS.
4. Customer References: This evaluation may take into consideration input from customer references regarding their experience with the offeror related to providing similar services. The offeror should provide a list of ALL customers who the offeror provided similar services to in the last five years. Customer contact information must be provided upon request by ACS, including include the name of the organization, name of the organization's appropriate contact (e.g., project manager), telephone number, service dates, and specific services provided to the organization.
- d. **Account Team Support (10 points maximum):** How well does the offeror demonstrate their proposed approach to provide account team support and point of contact? How well does the offeror demonstrate the relevant experience, qualifications and level of commitment of the account team? Offerors should describe the roles and responsibilities of each account team member, pre and post-sale, in a hierarchical format including their management staff. Phone numbers, fax numbers, email and postal addresses should be included on the hierarchy for escalation purposes.
- e. **Viability of Offeror (10 points maximum):** How well does the offeror's response to the following support their viability?
 1. Parent company name (if applicable)
 2. Web site URL
 3. Company location (corporate office and/or other offices)
 4. Company's initial year of operation
 5. Total number of employees including an Organizational Chart
 6. Description of ownership and/or strategic partnerships of the company
 7. Description of any third-party relationships/alliances, association memberships or sponsorships
 8. Description and status of any outstanding legal action against the company or partnering company(s)
 9. Description of any acquisitions or mergers anticipated in the next six months
 10. Audited financial statements for the most recent three years
 11. Offeror Fiscal Viability Statement from the last audit of the offeror
 12. Most recent Dun and Bradstreet report
 13. Length of time the offeror has provided the type of product being proposed
 14. Total number of offeror installations of the version of software being proposed
 15. Identification of any earlier versions of the proposed product that are no longer supported
 16. Name, business location, description of work to be performed, and evidence of an Alaska business license for any subcontractor(s) to be used for the project
- f. **Demonstrations (20 points maximum):** A demonstration of the proposed digital evidence software solution may be required by the top-ranking offerors. If required, offerors will present a live, real-time version of their proposed system. It should be a live demonstration of a finished product that is in production with at least three current customers. Demonstrations may be up to two (2) hours in duration followed by questions from the evaluation committee. The demonstrations will be evaluated on the manner in which the offeror is represented and by the ability of the proposed solution to meet the objectives of the RFP as stated in the proposed offer. This will be the offeror's opportunity to

demonstrate the proposed system as it is pertinent to the project. This is also the opportunity for the evaluation committee to ask any clarification questions of the proposal. If a demonstration is required, it is anticipated that offerors selected for this process will be notified by June 7, 2022 to schedule the demonstration during the time period of June 9-14, 2022. This process may be presented on-site in Anchorage or remotely. If presented on-site, all travel and related costs for this process will be the responsibility of the offeror.

1. The offeror should use the information in Section C, Civil Case Exhibit Workflow as a script of what to present during a demonstration;
2. Explain the work plan for providing the court system with a digital evidence case management solution per the RFP specifications:
 - i. Describe how you will execute the work plan to meet the court system's needs, functionality and capabilities;
 - ii. Demonstrate a clear understanding of the project specifications and any challenges or risks;
 - iii. Include items such as key personnel, mitigation measures or approaches to challenges or risks, available customer service, timetables, deliverables, and communication methods, as applicable;
 - iv. Describe how you will transition from configuration and customizations (if necessary) to implementation and startup.
5. **Right to Waive Requirements:** If all Offerors fail to meet any minimum requirement(s), the evaluation committee may, at the option of the Procurement Officer, waive particular requirements at its discretion. If it is determined that a requirement shall be waived, the evaluation committee must waive the requirement for all Offerors equally and without discrimination.
6. **Clarification of Offers:** In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer and evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Procurement Officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.
7. **Discussions with Offerors:** ACS may conduct discussions with offerors in accordance with 2-204.14 of the Alaska Court System Procurement Guidelines. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and offer. Discussions will be limited to specific sections of the RFP or offer identified by the Procurement Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability requiring accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be made in writing by the offeror.

8. **Best and Final Offers:** Subsequent to issuance of the last amendment, if any, and any changes made to the offers, the Procurement Officer shall set a date and time for the submission of Best and Final Offers, if such are requested. Best and Final Offers may be submitted only once unless the Procurement Officer determines that additional questions, need for clarification, or modification of the offers has been raised in the Best and Final Offer. In this case, the Procurement Officer shall notify all offerors still under consideration for award in writing. The notice shall identify the questions, changes, or modifications deemed to require further consideration, and set a new date and time for submittal of Best and Final Offers. If an offeror does not submit a Best and Final Offer or a notice of withdrawal, their immediate previous offer will be considered to be their Best and Final Offer.

E. SUBMITTAL CHECKLIST

To assist Offerors in returning requested information, the following list of submittals has been prepared for your use.

1. Copies of complete signed offer (Cover Page to be signed) – One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word and Excel or PDF format on a CD or DVD) are required in a sealed envelope.
2. Completed RFP cover page signed by a person in the organization authorized to enter into contracts.
3. Completed Price Schedule with acknowledgement of any amendments issued.
4. Price Schedule: Offeror's price proposals shall be submitted on Price Schedule.
5. Offeror's written proposal should include statements that address each evaluation criterion and information requested within the Scope of Work. ACS may award a contract on the basis of initial offers without discussion. Offerors shall decide the level of detail necessary to adequately describe the services included in their offer.
6. Offeror's references.
7. Evidence of Offeror's current Alaska Business License.
8. Notification of qualifying preferences.
9. Any additional information requested within this RFP.

G. PRICE SCHEDULE

1. Total Cost – 5 Years = Software plus other one-time costs plus five (5) years of Annual Recurring Costs. For pricing evaluation, this will be calculated as Software License and other One Time Costs added to the annual recurring Maintenance and Support costs multiplied by five (5) years.
2. Include cost for all licensing, modules, implementation, training, support, etc. to provide for a complete offered solution.
3. All applicable spaces must be completed in the Pricing Schedule. A blank space (or n/a) will be considered as zero dollars to provide the specified line item.

| | ONE TIME COSTS | ANNUAL RECURRING COSTS |
|--|----------------|------------------------|
| 1. Concurrent user license for all internal (100 concurrent court staff) and external (100,000 public) users and to include all Functions/Capabilities identified by the offeror as Developed and Deployed and In Development on the RFP Functions and Capabilities spreadsheet (Appendix A – spreadsheet columns C & D). If offer is for other than concurrent user license, describe the type of license offered (pricing shall be for 500 court staff user licenses): _____ _____ _____ | | |
| 2. Any Additional Cost for Functions/Capabilities identified by the offeror as Can be Developed on the RFP Functions and Capabilities spreadsheet (Appendix A – spreadsheet column E). | | |
| 3. Any Additional Cost for Implementation and Training | | |
| 4. Other Costs (specify) (e.g., additional module(s) necessary for a complete solution, annual support) _____ _____ | | |
| 5. Annual Hosting Fee | | |
| Subtotal | | |
| Total Cost – 5 Years (one-time costs) + (annual recurring costs x 5 years) | | |

ACKNOWLEDGEMENT OF AMENDMENTS

The Offeror acknowledges receipt of the following amendments and that associated costs are included in this proposal:

Amendment #, Date Issued

Amendment #, Date Issued

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

| | | | |
|--|------------------------|--|-------------------|
| 1. Contract Number | 2. Solicitation Number | 3. Financial Coding | 4. Contract Title |
| 5. Vendor Number | 6. Project/Case Number | 7. Alaska Business License Number | |
| This contract is between the State of Alaska, | | | |
| 8. Department of | Division | hereafter the ACS, and | |
| 9. Contractor <div style="text-align: right;">hereafter the Contractor</div> | | | |
| Mailing Address | Street or P.O. Box | City | State ZIP+4 |
| 10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the ACS shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the ACS, the contractor shall refer to the Authority Number or the Contract Number and send the billing to: | | | |
| 11. Department of | Attention: Division of | | |
| Mailing Address | Attention: | | |
| 12. CONTRACTOR | | 14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. | |
| Name of Firm | | | |
| Signature of Authorized Representative | Date | | |
| Typed or Printed Name of Authorized Representative | | | |
| Title | | | |
| 13. CONTRACTING AGENCY | | Signature of Administrative Director or Designee | Date |
| Department/Division | Date | Typed or Printed Name Title | |
| Signature of Administrative Director or Designee | | | |
| Typed or Printed Name of Administrative Director or Designee | | | |
| Title | | | |

NOTICE: This contract has no effect until signed by the Administrative Director or designee.

APPENDIX A**GENERAL PROVISIONS****Article 1. Definitions.**

- 1.1 In this contract and appendices, "Administrative Director" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "Contracting Agency" means the department for which this contract is to be performed and for which the Administrative Director or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The ACS may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the ACS reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Specifically, this agreement is governed by the Alaska Court System Procurement Guidelines dated September 25, 2013, and applicable administrative rules of court. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska in Anchorage.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on ACS contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with ACS efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all ACS directives considered essential by ACS to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director or Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the ACS. The ACS is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director or Procurement Officer.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing and approved by the Project Director or Procurement Officer.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the ACS in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the ACS under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the ACS and may be used by the ACS for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the ACS the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the ACS's sovereign immunity, (2) impose indemnification obligations on the ACS that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the ACS may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Appendix A Functions and Capabilities

INSTRUCTIONS: For each function/capability listed, the offeror should indicate if the function/capability is provided by the proposed software system. The offeror should mark an “X” in the appropriate column indicating if the function/capability has been developed and deployed, is currently in development or if the offeror can develop it. A blank in all three columns indicates the function is not developed and is not being offered for development. If the offeror indicates their proposed system has a function/capability, the ACS may expect to see that function/capability successfully demonstrated. Where the offeror is asked to describe their approach to a function or capability, the offeror should provide their response in the space provided. Inaccurate claims on a proposal may disqualify an offeror's entire proposal from further consideration.

| Appendix A: Functions and Capabilities | | Put an X in one of the columns for each line item not grayed out. A blank in all three columns indicates the function is not developed and is not being offered for development. | | | If an 'X' is in the "In Development" Col.: Indicate anticipated BETA date |
|--|---|--|----------------|------------------|---|
| | | | | | If an 'X' is in the "Can Be Developed" Col.: Estimate development time in hours |
| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
| 1 | Access and Security | | | | |
| 2 | User-Administrator Access | | | | |
| 3 | Solution offers ability for user-administrators to set roles and permissions (e.g., access to view, edit, and ability to delegate access, etc.) specific to certain users. | | | | |
| 4 | Solution provides easily managed administrator definable multi-level security for access to files, information, and evidence based on roles in workflow. | | | | |
| 5 | Solution provides security methods for creating folders and strictly limiting access for authorized users to certain folders or data within a folder based on folder-level or individual file -level permissions. | | | | |
| 6 | Solution offers ability for user-administrator to customize data entry fields and configure main dashboard. | | | | |
| 7 | User administrator access includes authorized user access as below. | | | | |
| 8 | Authorized User Access | | | | |
| 9 | Solution accommodates no less than 25 concurrent separate Court staff users at initial implementation, with the option to increase to more than 100 concurrent Court staff users in the future, all without performance loss and without limitation. Or solution accommodates no less than 500 Court staff user licenses. Offeror to describe what is being offered in Comments column and on Price Schedule. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 10 | Solution is scalable and flexible to allow for increasing the number of users with different permissions as authorized by user-administrators. | | | | |
| 11 | Solution provides ability for judges and clerks to lock an exhibit or provide view-only access to a user or jurors. This includes the ability to select specific evidence and move it to allow a profile/user to only view selected evidence without the ability to modify any aspect of the evidence. | | | | |
| 12 | Solution has ability to set an expiration date on access to externally shared case files. | | | | |
| 13 | Solution has the option of a web browser - based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail. | | | | |
| 14 | Public User Access | | | | |
| 15 | Solution accommodates no less than 1,000 public users at initial implementation, with the option to increase to more than 100,000 public users in the future, all without performance loss. | | | | |
| 16 | Security | | | | |
| 17 | Solution provides a database that is encrypted at rest and all transmissions to and from the database must be SSL encrypted. | | | | |
| 18 | Solution allows all electronic evidence to be exported in an encrypted format for secure transmission. | | | | |
| 19 | Solution provides all client data to be stored in a safe and secure environment and protected from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States. | | | | |
| 20 | Solution provides virus/malware check on uploaded documents. | | | | |
| 21 | Solution provides Single Sign-On for user-administrators and authorized users. | | | | |
| 22 | Solution provides an audit trail that cannot be altered. The audit trail includes tracking all persons (using login and password) who accessed the system/file and the actions performed (upload, print, view, etc.). All audit trail items, including any document submitted as evidence is time stamped with a system-generated time stamp provided as part of the solution. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|---|------------------------|----------------|------------------|----------|
| 23 | Solution uses Secure Hash so the Court staff will know whether evidence originals have been modified. | | | | |
| 24 | Solution is maintained using a minimum of 99.9% uptime and security including parallel, redundant, and multi-tiered network architecture. | | | | |
| 25 | Solution provides ability to ensure rapid recovery and seamless uptime in case of hardware malfunction. | | | | |
| 26 | Solution is HIPAA compliant. | | | | |
| 27 | Cost of all functional integrations assumed by contractor and/or included in priced offer. | | | | |
| 28 | Functionality | | | | |
| 29 | Public Needs | | | | |
| 30 | Solution has ability to upload evidence, regardless of format, whether printed/handwritten, photograph, video, audio recording, etc. | | | | |
| 31 | Solution has ability to upload regardless of file size. | | | | |
| 32 | Solution allows for uploading from multiple devices, including without limitation, SD cards, hard drives, optical disks, thumb drives, mobile devices, etc. | | | | |
| 33 | When uploading from any device, the solution allows files to be selected files for upload with previews using a simple import process/wizard. | | | | |
| 34 | Solution provides drag-drop functionality for uploading multiple files (e.g. if Plaintiff has 150 exhibits to upload, can batch upload them through a drag/drop interface). | | | | |
| 35 | Solution provides filename validation. | | | | |
| 36 | Solution provides auto-numbering with unique identification for common reference. | | | | |
| 37 | Solution provides ability to e-serve/electronically notify parties of uploaded documents. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 38 | Solution provides secure external access for viewing and downloading of evidentiary data on computers (Mac and PC) and mobile devices including smart phones and tablets (Android, iOS, and Windows OS). | | | | |
| 39 | Solution provides a full screen viewing mode where multiple photos can be viewed easily from photo to photo or an entire PDF with scroll bars and can be viewed with a window frame. | | | | |
| 40 | Solution offers ability to magnify any portion of a document or photo viewed. | | | | |
| 41 | Solution provides multiple print options, including but not limited to: printed output with options to print at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution, flexible automatic sizing features, and autorotation. | | | | |
| 42 | Solution offers secure cloud-based platform and data hosting. | | | | |
| 43 | Solution offers closed captioning when playing videos for those that are hearing impaired or deaf. | | | | |
| 44 | Court Needs (includes Public Needs in addition to below) | | | | |
| 45 | Solution allows Court administrators to specify upload filetype or that any filetype may be uploaded, whether doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, heic, png. | | | | |
| 46 | Solution allows upload by case number, case name, and party name. | | | | |
| 47 | Solution provides that documents, typed or handwritten, be automatically OCR ready upon upload. | | | | |
| 48 | Solution provides metadata, including identification of uploader/date/time uploaded. | | | | |
| 49 | Solution retains uploaders email for use in exchanging exhibits. | | | | |
| 50 | Solution provides ability to send email alerts of new uploads or deletions. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 51 | Solution provides ability to email links, whether to the main landing page or to specific evidence, with expiration dates for the links. | | | | |
| 52 | Solution provides ability to support RAW format files without converting the RAW files into another format. | | | | |
| 53 | Solution provides integrated preview/document viewer for common filetypes (e.g. doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png). | | | | |
| 54 | Solution provides ability to acquire, process, authenticate, store, and playback digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF. | | | | |
| 55 | Solution provides ability for evidentiary video files to be stored with the associated players when applicable. | | | | |
| 56 | Solution provides ability to restrict viewing of evidence before it is admitted, reject or admit evidence submitted to the Court, and to delete rejected evidence. | | | | |
| 57 | Solution allows authorized users to seal and set deletion/retention parameters by case type and date, send alerts or flag evidence (admitted or denied) that is ready for deletion, and delete entire case with all evidence contents. | | | | |
| 58 | Solution provides ability to create digital evidence case jackets. | | | | |
| 59 | Solution provides ability to edit exhibits/files if incorrect. | | | | |
| 60 | Solution provides ability to segregate exhibits by case and party. | | | | |
| 61 | Solution provides ability to reorder and categorize documents uploaded into a case (for example into customized folders). | | | | |
| 62 | Solution provides built-in exhibit stamp functionality (so that documents can be marked electronically). | | | | |
| 63 | Solution provides ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|---|------------------------|----------------|------------------|----------|
| 64 | Solution provides ability to set exhibit status or case status (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.). | | | | |
| 65 | Solution allows multiple concurrent users to submit, receive, and update data, and view the same digital evidence simultaneously. | | | | |
| 66 | Solution provides ability to present, display, and share uploaded evidence from database without having to first export. | | | | |
| 67 | Solution provides ability to share video with audio in a MS Teams, Zoom or WebEx meeting using screen share. | | | | |
| 68 | Solution maintains/stores original copy of evidentiary files and has the ability for authorized users to make a working copy for internal annotations/bookmarks/notes on exhibits, even when a party submits multiple exhibits in a single file (both viewable to the court only, or to all parties). | | | | |
| 69 | Solution has ability to create exhibit tags with different colors to differentiate between the Court staff, parties, exhibits, etc. for case specific evidence. | | | | |
| 70 | Solution has ability to redact information and images on documents and videos submitted as evidence. | | | | |
| 71 | Solution has ability to highlight and add key words, titles, notes, and bookmarks to digital evidence and to later index, search, and edit them. | | | | |
| 72 | Solution has ability to search digital files by using tagged metadata fields. | | | | |
| 73 | Solution has ability to export the entire contents of a case file, regardless of file type. | | | | |
| 74 | Solution has ability to export selected exhibits or segregate them into a packet for download (e.g. make available a copy of all marked exhibits to counsel). | | | | |
| 75 | Solution allows the Court staff to acquire raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time. | | | | |

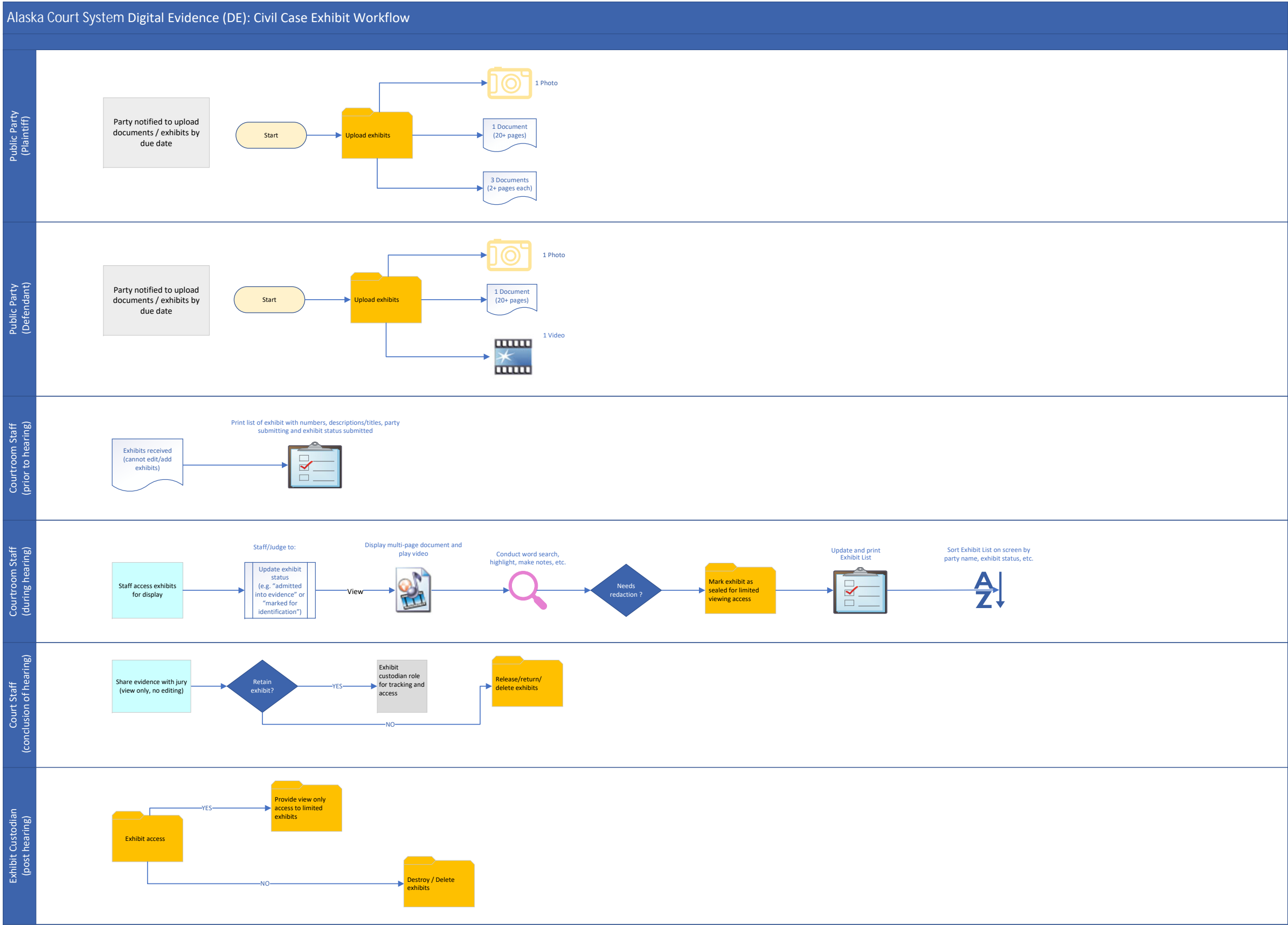
Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 76 | Solution provides chain of custody reports. | | | | |
| 77 | Solution provides ability for judges and clerks to easily view/examine selected evidence (regardless of format, whether printed/handwritten, photograph, video, audio recording, etc.) in a separate window/screen that easily allows for the full display of the evidence on a screen. | | | | |
| 78 | Solution provides ability for judges and clerks to perform customized searches – search and filter for select data elements (any data field or combo of fields), such as ability to easily locate exhibits in the system by various criteria, numerical or alphabetical order, party, exhibit status, status on a case (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.), exhibit name, key word, etc. | | | | |
| 79 | Solution provides ability for judges and clerks to create customized system generated reports or use uploaded document/report templates. | | | | |
| 80 | Solution provides ability for judges and clerks to customize appearance/format of exhibit list. | | | | |
| 81 | Solution provides ability for judges and clerks to print or save and export search results in PDF. | | | | |
| 82 | Solution provides ability to grab a frame from a video and capture the image and save it and blur children or others who are not a part of the case. | | | | |
| 83 | Dashboard | | | | |
| 84 | Solution displays a main dashboard that shows alerts, notifications, and calendar view. | | | | |
| 85 | Solution displays a dashboard per case that authorized users can configure using filters to view specific data elements within user specified date ranges. a.Results are shown graphically on the dashboard. b.Different case dashboards can be created for the same case based upon the role of the authorized user. c.Different case dashboards can be viewed separately by different authorized users. | | | | |
| 86 | System Data Exchange and Storage | | | | |
| 87 | Solution supports migration/integration from CourtView. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|---|------------------------|----------------|------------------|----------|
| 88 | Solution provides ability for all data to update automatically in real-time so that any searches do not need to be re-run. | | | | |
| 89 | Solution provides ability for data to tie all to all case information, including closed cases. | | | | |
| 90 | Solution is hosted on Microsoft Azure Government or AWS GovCloud; web-based; compatible with current web browsers (e.g., Chrome, Firefox, Microsoft Edge). | | | | |
| 91 | Solution provides a SaaS solution that has storage for at least the following case types in 2019: 1.Jury Trials:510 2.Non-Jury Trials:2,233 2.Total Cases Filed: 123,963 | | | | |
| 92 | Customer Support | | | | |
| 93 | Support offered includes technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract. Offerors to describe the training method and number of hours included. | | | | |
| 94 | Offeror provides administrator level and end-user level training. | | | | |
| 95 | Offeror provides customer service support 24 hours per day, 7 days per week. | | | | |

Appendix B - Flowchart



AMENDMENT #1
Digital Evidence Software
ACS-RFP-22-002

Date: April 23, 2022

To All RFP Holders

The following clarifications, changes, additions, and/or deletions are hereby made a part of the RFP documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original RFP remain unchanged.

**This amendment must be acknowledged on an RFP offer in the space provided In Section G.
Acknowledgement of Amendments.**

Proposal Submittal Deadline Date and Time is UNCHANGED: Wednesday, June 1, 2022, 2:00 p.m. (AKT)

QUESTIONS FROM POTENTIAL OFFERORS:

1. QUESTION:

An integration with CourtView is referenced. Which component(s) of CourtView will require integration? Is an integration guide available?

ANSWER:

The Alaska Court System will use an API that is based on a collection of RESTful services. The specific integration documentation will be developed after the discovery phase. We can provide documentation from another API integration project developed for the DMV to query charge disposition data from CourtView.

2. QUESTION:

Are integrations to other systems expected?

ANSWER:

No.

3. QUESTION:

Please further describe what is meant/requested by case jackets in Appendix A, Item 58 (Solution provides ability to create digital evidence case jackets.)

ANSWER:

The ACS is looking for a solution that creates a logical 'case jacket' for each case that would contain all the digital evidence, notes and information for a specific case.

4. QUESTION:

What type of information would be required on the case jacket mentioned in Appendix A, Item 58 and what is its intended use (i.e., for information only, case notes, etc.)?

ANSWER:

All information, notes and evidence should be available within a case jacket. The case jacket is a logical view or way to access a case and have all the information in a single place.

5. **QUESTION:**

What is the number of reporting agencies?

ANSWER:

Not relevant to the solution the ACS is requesting.

6. **QUESTION:**

What is the number of users in the prosecutor's office or users who will routinely access the system?

ANSWER:

Not relevant to the solution the ACS is requesting.

7. **QUESTION:**

What is the largest agency? If they have a body worn/in-car solution, please provide vendor(s) and make/model of products.

ANSWER:

Department of Public Safety. Equipment is unknown.

8. **QUESTION:**

What existing products (Case management/storage solutions) is being used by the prosecutor's office?

ANSWER:

Unknown. No interface is requested in the RFP.

9. **QUESTION:**

How is the Alaska Court System currently storing data?

ANSWER:

Email folders and shared network drives.

10. **QUESTION:**

Will you require moving that data to the purchased system? If so, how much data is there to move?

ANSWER:

No.

11. **QUESTION:**

Appendix A #63 - Requirement 63 states: Solution provides ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment. Can you clarify what metadata would be affected by a reassignment (i.e., judge, case number, court)? Does ACS envision reassignments happening in the DEM solution or would a reassignment originate from CourtView and then update the DEM solution?

ANSWER:

ACS will want to reassign the case to a different Judge or move evidence to a different case number. The reassignment will be in the digital evidence software solution only. The Judge reassignment in Courtview is a separate process outside of the digital evidence software solution.

12. QUESTION:

Regarding the number of Licenses on the Price Schedule line-item 1, you have 100 concurrent court staff. In Appendix A #9 you state that the solution accommodates no less than 25 concurrent court staff at initial implementation. My question is which number should I use for pricing this RFP?

ANSWER:

As stated in the Price Schedule #1, pricing is for 100 concurrent users. The ACS reserves the right to negotiate a lower fee for no less than 25 concurrent users during initial implementation and testing.

13. QUESTION:

On the Price Schedule for the reoccurring cost did you want each year as a separate line item or a bottom-line price?

ANSWER:

In the Price Schedule one-time costs should be entered as well as "annual" recurring costs. The Total Cost - 5 years shall be the sum of all annual costs x 5 plus all one-time costs to get a total cost of the solution for a five-year period.

14. QUESTION:

Are all court locations going to follow the same workflow processes or should each court be able to customize their own workflow?

ANSWER:

The ACS expects to have a unified workflow process statewide.

15. QUESTION:

Is the ACS looking to have one or two overall system administrators or will each court location administer their own system?

ANSWER:

The ACS expects that the clerks or judicial assistants at each court to administer their cases in the DEM system.

16. QUESTION:

Are there any security concerns with courts being able to see evidence pertaining to other courts' cases?

ANSWER:

The ACS would like the evidence accessible by other courts and the ability to share duties across court locations.

17. QUESTION:

Is there a possibility of an extension to the deadline?

ANSWER:

The ACS is using funding which expires at the end of June 2022 and doesn't anticipate any extensions to the current timeline.

Jesse Head
Procurement Specialist II
Alaska Court System
(907) 264-8224

END OF AMENDMENT 1

AMENDMENT #2
Digital Evidence Software
ACS-RFP-22-002

Date: April 26, 2022

To All RFP Holders

The following clarifications, changes, additions, and/or deletions are hereby made a part of the RFP documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original RFP remain unchanged.

This amendment must be acknowledged on an RFP offer in the space provided In Section G.
Acknowledgement of Amendments.

Proposal Submittal Deadline Date and Time is UNCHANGED: Wednesday, June 1, 2022, 2:00 p.m. (AKT)

CHANGES TO SPECIFICATIONS:

1. Standard Terms and Conditions, #4. Alaska Business License is **amended** to read:

4. **Alaska Business License:** ~~At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. By signature on this form, the offeror certifies that (1) the offeror has a valid Alaska business license and has submitted one of the following forms of evidence of an Alaska business license with the proposal.~~ **Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaskan Offeror's Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:**

- 4.1 a copy of the offeror's valid business license;
- 4.2 certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- 4.3 a canceled check for the Alaska business license fee;
- 4.4 a copy of the business license application with a receipt date stamp from the state's occupational licensing office; or
- 4.5 a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.

2. Section E. Submittal Checklist, #7 is **amended** to read:

7. Evidence of Offeror's current Alaska Business License **in order to receive the Alaskan Offeror's Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference.**

3. Section A. General Requirements, #1 is **amended** to read:

1. **Proposal Submission Deadline:** One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word or PDF format **– pricing schedules to be provided as a separate file** on a CD or DVD **or USB drive**), must be submitted in a sealed envelope and must be received by the purchasing office no later than 2:00 p.m. AKT on Wednesday, June 1, 2022. Proposals may be hand delivered or mailed to the purchasing office located at 820 West Fourth Avenue, Anchorage, AK 99501. Late proposals will not be accepted. Proposals will not be accepted via facsimile. The proposal number ACS-RFP-22-002 is to be clearly marked on the outside of the sealed envelope. Proposals are not subject to public opening. Your proposal must be signed by the official of your company with the authority to enter into a contract.

4. Section E. Submittal Checklist, #1 is **amended** to read:

1. Copies of complete signed offer (Cover Page to be signed) – One (1) hard copy original, two (2) hard copy copies, and one (1) electronic copy (in Microsoft Word and Excel or PDF format **– pricing schedules to be provided as a separate file** on a CD or DVD **or USB drive**) are required in a sealed envelope.

QUESTIONS FROM POTENTIAL OFFERORS:

1. **QUESTION:**

How long would the cases stay in active-access storage, before being pushed into archive (cold storage)?
Is it about a month?

ANSWER:

The time for appeal in most cases types is 30 days.

2. **QUESTION:**

Is the Standard Agreement Form for Professional Services on pages 21-23 included for reference or should it be filled out as part of the response?

ANSWER:

The contract is included for reference purposes.

Jesse Head
Procurement Specialist II
Alaska Court System
(907) 264-8224

END OF AMENDMENT 2

Evaluation Committee Scoring Form
Digital Evidence Software
ACS-RFP-22-002

Name of Offeror _____

Name of Evaluator _____

Date of Review _____

Written Content of Proposal (40 points maximum):. Offeror should provide a comprehensive narrative statement that addresses this criterion. The evaluation committee will score response submission based upon how well offered services meet objectives as stated in the RFP.

1. How well does the offeror demonstrate their understanding of the project and its objectives?

Evaluator Comments _____

2. How well does the offeror demonstrate how their existing product and planned improvements will meet the requirements the ACS?

Evaluator Comments _____

3. How well does the offeror demonstrate their proposed approach to the project to provide the deliverables, services and objectives of the project?

Evaluator Comments _____

- a. How well does the offeror demonstrate their ability to meet desired functions and capabilities? Appendix A details the functions and capabilities ACS desires of a Digital Evidence Software solution. Appendix A is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal.

Evaluator Comments _____

- b. Integration with existing Courtview software is of premium value to the ACS.

Evaluator Comments _____

4. Customer References: This evaluation may take into consideration input from customer references regarding their experience with the offeror related to providing similar services. The offeror should provide a list of ALL customers who the offeror provided similar services to in the last five years. Customer contact information must be provided upon request by ACS, including include the name of the organization, name of the organization's appropriate contact (e.g., project manager), telephone number, service dates, and specific services provided to the organization.

Evaluator Comments ****Please score the written content of the proposals without the references at this point. We may contact references from the top ranked offerors later. **** _____

Total Points – Written Content of Proposal

(40 points maximum)

Total possible points for Written Content of Proposal is 40. Use the following guide for scoring this section:

Scoring 40 Points Maximum

| | |
|-----------------|---------|
| Excellent = | 33 - 40 |
| Very Good = | 25 - 32 |
| Average = | 17 - 24 |
| Below Average = | 9 - 16 |
| Poor = | 0 - 8 |

C. ACCOUNT TEAM SUPPORT (10 points maximum): How well does the offeror demonstrate their proposed approach to provide account team support and point of contact? How well does the offeror demonstrate the relevant experience, qualifications and level of commitment of the account team? Offerors should describe the roles and responsibilities of each account team member, pre and post-sale, in a hierarchical format including their management staff. Phone numbers, fax numbers, email and postal addresses should be included on the hierarchy for escalation purposes.

Evaluator Comments _____

Total Points – Account Team Support

(10 points maximum)

Total possible points for Account Team Support is 10. Use the following guide for scoring this section:

Scoring 10 Points Maximum

| | |
|-----------------|--------|
| Excellent = | 9 - 10 |
| Very Good = | 7 - 8 |
| Average = | 5 - 6 |
| Below Average = | 3 - 4 |
| Poor = | 0 - 2 |

Memorandum

Alaska Court System

820 W. 4th Avenue, Anchorage, AK 99501
Phone: 264-8224 Fax: 264-8290

To: Evaluation Committee Members

Date: June 2, 2022

From: Jesse Head
Procurement Specialist II

Subject: Evaluation of ACS-RFP-22-002

Copies of five (5) proposals submitted for the Alaska Court System's ACS-RFP-22-002 Digital Evidence Software will be distributed to you. The proposals will be electronic files, if needed I do have physical copies that can also be provided. Evaluation sheets are accompanying as a separate attachment. The proposals were from the following companies:

ImageSoft
Thompson-Reuters
Omnigo
Utility Associates
Nice, Inc.

It is recommended that you familiarize yourself with the original RFP and amendments (also accompanying as an attachment). Please pay particular attention to the Written Content of Proposal criterion. Those factors are the criteria to use as the basis of your evaluation. There are multiple factors to be evaluated with a maximum point allowance of up to 40 points for the Written Content of Proposal and up to 10 points for the Account Team Support. Committee members are to evaluate proposals independent of other committee members. After all evaluations and scoring are compiled, we can meet to discuss the evaluations.

As you go through the written proposals, please document any questions or information requiring clarification from the offerors. If necessary, we may contact the offerors to clarify sections of their proposals.

Demonstrations of the proposed digital evidence software solution may be required by the top-ranking offerors. If required, offerors will present a live, real-time version of their proposed system. These will be between June 9-14. The demonstrations are worth up to 20 points.

I will evaluate the cost proposals based on a set formula required to evaluate cost. There are 20 points maximum available for this criterion. The points will not be made available to committee members until after the initial scoring of the written proposals.

Please keep in mind that all contents of these proposals are confidential until such time as an award is made. Material marked "confidential" within the proposals may remain confidential even after the award is made. Discussions with persons outside the committee are strictly prohibited and could compromise the evaluation and RFP process. The proposals and final scoring sheets will be returned to the Purchasing Office upon completion of the evaluation process.

I would like to express my appreciation to each of you who are willing to take the time to serve on this evaluation committee.

Appendix A Functions and Capabilities

INSTRUCTIONS: For each function/capability listed, the offeror should indicate if the function/capability is provided by the proposed software system. The offeror should mark an “X” in the appropriate column indicating if the function/capability has been developed and deployed, is currently in development or if the offeror can develop it. A blank in all three columns indicates the function is not developed and is not being offered for development. If the offeror indicates their proposed system has a function/capability, the ACS may expect to see that function/capability successfully demonstrated. Where the offeror is asked to describe their approach to a function or capability, the offeror should provide their response in the space provided. Inaccurate claims on a proposal may disqualify an offeror's entire proposal from further consideration.

| Appendix A: Functions and Capabilities | | Put an X in one of the columns for each line item not grayed out. A blank in all three columns indicates the function is not developed and is not being offered for development. | | | If an 'X' is in the "In Development" Col.: Indicate anticipated BETA date |
|--|---|--|----------------|------------------|---|
| | | | | | |
| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
| 1 | Access and Security | | | | |
| 2 | User-Administrator Access | | | | |
| 3 | Solution offers ability for user-administrators to set roles and permissions (e.g., access to view, edit, and ability to delegate access, etc.) specific to certain users. | | | | |
| 4 | Solution provides easily managed administrator definable multi-level security for access to files, information, and evidence based on roles in workflow. | | | | |
| 5 | Solution provides security methods for creating folders and strictly limiting access for authorized users to certain folders or data within a folder based on folder-level or individual file -level permissions. | | | | |
| 6 | Solution offers ability for user-administrator to customize data entry fields and configure main dashboard. | | | | |
| 7 | User administrator access includes authorized user access as below. | | | | |
| 8 | Authorized User Access | | | | |
| 9 | Solution accommodates no less than 25 concurrent separate Court staff users at initial implementation, with the option to increase to more than 100 concurrent Court staff users in the future, all without performance loss and without limitation. Or solution accommodates no less than 500 Court staff user licenses. Offeror to describe what is being offered in Comments column and on Price Schedule. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 10 | Solution is scalable and flexible to allow for increasing the number of users with different permissions as authorized by user-administrators. | | | | |
| 11 | Solution provides ability for judges and clerks to lock an exhibit or provide view-only access to a user or jurors. This includes the ability to select specific evidence and move it to allow a profile/user to only view selected evidence without the ability to modify any aspect of the evidence. | | | | |
| 12 | Solution has ability to set an expiration date on access to externally shared case files. | | | | |
| 13 | Solution has the option of a web browser - based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail. | | | | |
| 14 | Public User Access | | | | |
| 15 | Solution accommodates no less than 1,000 public users at initial implementation, with the option to increase to more than 100,000 public users in the future, all without performance loss. | | | | |
| 16 | Security | | | | |
| 17 | Solution provides a database that is encrypted at rest and all transmissions to and from the database must be SSL encrypted. | | | | |
| 18 | Solution allows all electronic evidence to be exported in an encrypted format for secure transmission. | | | | |
| 19 | Solution provides all client data to be stored in a safe and secure environment and protected from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States. | | | | |
| 20 | Solution provides virus/malware check on uploaded documents. | | | | |
| 21 | Solution provides Single Sign-On for user-administrators and authorized users. | | | | |
| 22 | Solution provides an audit trail that cannot be altered. The audit trail includes tracking all persons (using login and password) who accessed the system/file and the actions performed (upload, print, view, etc.). All audit trail items, including any document submitted as evidence is time stamped with a system-generated time stamp provided as part of the solution. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|---|------------------------|----------------|------------------|----------|
| 23 | Solution uses Secure Hash so the Court staff will know whether evidence originals have been modified. | | | | |
| 24 | Solution is maintained using a minimum of 99.9% uptime and security including parallel, redundant, and multi-tiered network architecture. | | | | |
| 25 | Solution provides ability to ensure rapid recovery and seamless uptime in case of hardware malfunction. | | | | |
| 26 | Solution is HIPAA compliant. | | | | |
| 27 | Cost of all functional integrations assumed by contractor and/or included in priced offer. | | | | |
| 28 | Functionality | | | | |
| 29 | Public Needs | | | | |
| 30 | Solution has ability to upload evidence, regardless of format, whether printed/handwritten, photograph, video, audio recording, etc. | | | | |
| 31 | Solution has ability to upload regardless of file size. | | | | |
| 32 | Solution allows for uploading from multiple devices, including without limitation, SD cards, hard drives, optical disks, thumb drives, mobile devices, etc. | | | | |
| 33 | When uploading from any device, the solution allows files to be selected files for upload with previews using a simple import process/wizard. | | | | |
| 34 | Solution provides drag-drop functionality for uploading multiple files (e.g. if Plaintiff has 150 exhibits to upload, can batch upload them through a drag/drop interface). | | | | |
| 35 | Solution provides filename validation. | | | | |
| 36 | Solution provides auto-numbering with unique identification for common reference. | | | | |
| 37 | Solution provides ability to e-serve/electronically notify parties of uploaded documents. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 38 | Solution provides secure external access for viewing and downloading of evidentiary data on computers (Mac and PC) and mobile devices including smart phones and tablets (Android, iOS, and Windows OS). | | | | |
| 39 | Solution provides a full screen viewing mode where multiple photos can be viewed easily from photo to photo or an entire PDF with scroll bars and can be viewed with a window frame. | | | | |
| 40 | Solution offers ability to magnify any portion of a document or photo viewed. | | | | |
| 41 | Solution provides multiple print options, including but not limited to: printed output with options to print at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution, flexible automatic sizing features, and autorotation. | | | | |
| 42 | Solution offers secure cloud-based platform and data hosting. | | | | |
| 43 | Solution offers closed captioning when playing videos for those that are hearing impaired or deaf. | | | | |
| 44 | Court Needs (includes Public Needs in addition to below) | | | | |
| 45 | Solution allows Court administrators to specify upload filetype or that any filetype may be uploaded, whether doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, heic, png. | | | | |
| 46 | Solution allows upload by case number, case name, and party name. | | | | |
| 47 | Solution provides that documents, typed or handwritten, be automatically OCR ready upon upload. | | | | |
| 48 | Solution provides metadata, including identification of uploader/date/time uploaded. | | | | |
| 49 | Solution retains uploaders email for use in exchanging exhibits. | | | | |
| 50 | Solution provides ability to send email alerts of new uploads or deletions. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 51 | Solution provides ability to email links, whether to the main landing page or to specific evidence, with expiration dates for the links. | | | | |
| 52 | Solution provides ability to support RAW format files without converting the RAW files into another format. | | | | |
| 53 | Solution provides integrated preview/document viewer for common filetypes (e.g. doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png). | | | | |
| 54 | Solution provides ability to acquire, process, authenticate, store, and playback digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF. | | | | |
| 55 | Solution provides ability for evidentiary video files to be stored with the associated players when applicable. | | | | |
| 56 | Solution provides ability to restrict viewing of evidence before it is admitted, reject or admit evidence submitted to the Court, and to delete rejected evidence. | | | | |
| 57 | Solution allows authorized users to seal and set deletion/retention parameters by case type and date, send alerts or flag evidence (admitted or denied) that is ready for deletion, and delete entire case with all evidence contents. | | | | |
| 58 | Solution provides ability to create digital evidence case jackets. | | | | |
| 59 | Solution provides ability to edit exhibits/files if incorrect. | | | | |
| 60 | Solution provides ability to segregate exhibits by case and party. | | | | |
| 61 | Solution provides ability to reorder and categorize documents uploaded into a case (for example into customized folders). | | | | |
| 62 | Solution provides built-in exhibit stamp functionality (so that documents can be marked electronically). | | | | |
| 63 | Solution provides ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|---|------------------------|----------------|------------------|----------|
| 64 | Solution provides ability to set exhibit status or case status (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.). | | | | |
| 65 | Solution allows multiple concurrent users to submit, receive, and update data, and view the same digital evidence simultaneously. | | | | |
| 66 | Solution provides ability to present, display, and share uploaded evidence from database without having to first export. | | | | |
| 67 | Solution provides ability to share video with audio in a MS Teams, Zoom or WebEx meeting using screen share. | | | | |
| 68 | Solution maintains/stores original copy of evidentiary files and has the ability for authorized users to make a working copy for internal annotations/bookmarks/notes on exhibits, even when a party submits multiple exhibits in a single file (both viewable to the court only, or to all parties). | | | | |
| 69 | Solution has ability to create exhibit tags with different colors to differentiate between the Court staff, parties, exhibits, etc. for case specific evidence. | | | | |
| 70 | Solution has ability to redact information and images on documents and videos submitted as evidence. | | | | |
| 71 | Solution has ability to highlight and add key words, titles, notes, and bookmarks to digital evidence and to later index, search, and edit them. | | | | |
| 72 | Solution has ability to search digital files by using tagged metadata fields. | | | | |
| 73 | Solution has ability to export the entire contents of a case file, regardless of file type. | | | | |
| 74 | Solution has ability to export selected exhibits or segregate them into a packet for download (e.g. make available a copy of all marked exhibits to counsel). | | | | |
| 75 | Solution allows the Court staff to acquire raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time. | | | | |

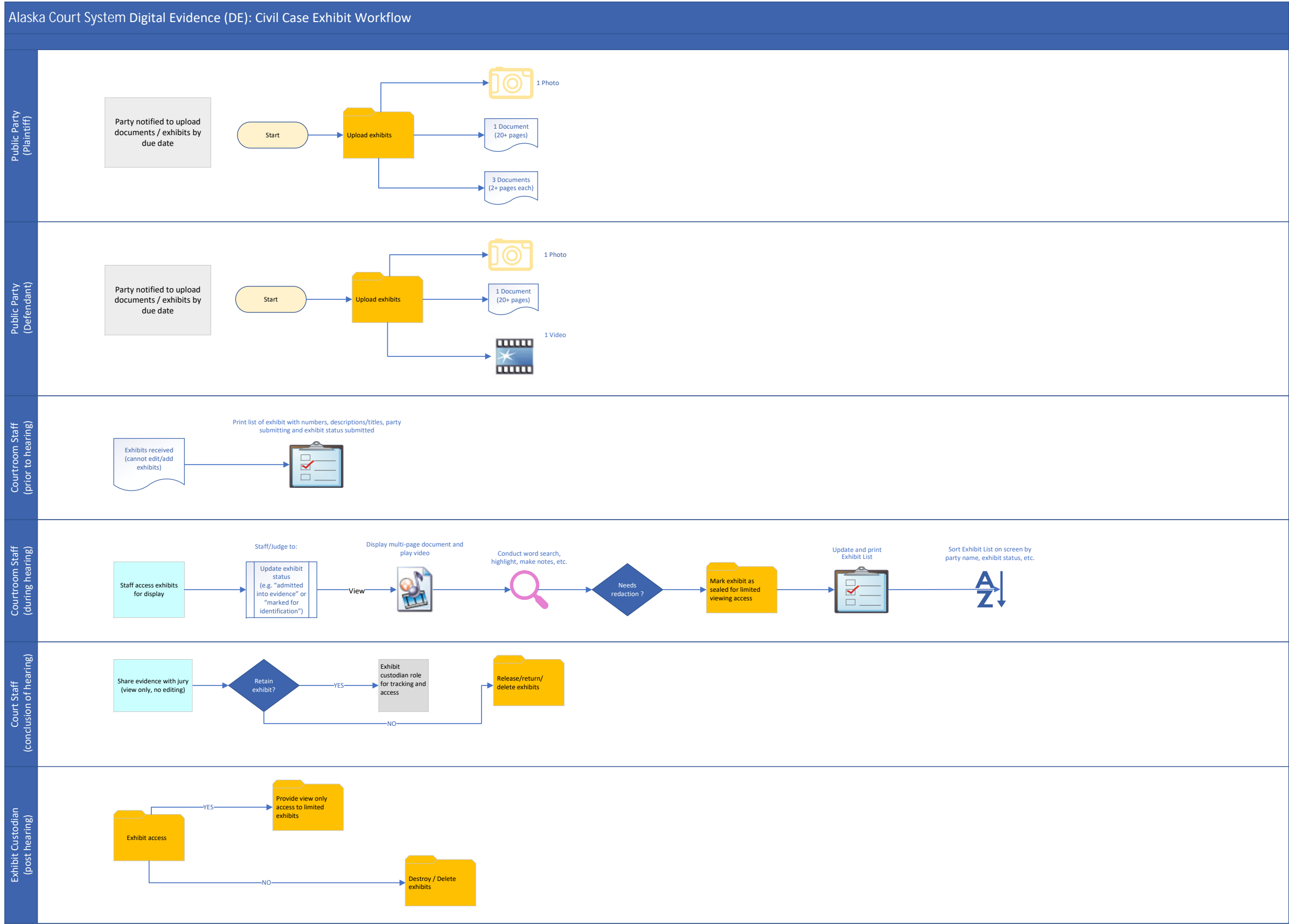
Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|--|------------------------|----------------|------------------|----------|
| 76 | Solution provides chain of custody reports. | | | | |
| 77 | Solution provides ability for judges and clerks to easily view/examine selected evidence (regardless of format, whether printed/handwritten, photograph, video, audio recording, etc.) in a separate window/screen that easily allows for the full display of the evidence on a screen. | | | | |
| 78 | Solution provides ability for judges and clerks to perform customized searches – search and filter for select data elements (any data field or combo of fields), such as ability to easily locate exhibits in the system by various criteria, numerical or alphabetical order, party, exhibit status, status on a case (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.), exhibit name, key word, etc. | | | | |
| 79 | Solution provides ability for judges and clerks to create customized system generated reports or use uploaded document/report templates. | | | | |
| 80 | Solution provides ability for judges and clerks to customize appearance/format of exhibit list. | | | | |
| 81 | Solution provides ability for judges and clerks to print or save and export search results in PDF. | | | | |
| 82 | Solution provides ability to grab a frame from a video and capture the image and save it and blur children or others who are not a part of the case. | | | | |
| 83 | Dashboard | | | | |
| 84 | Solution displays a main dashboard that shows alerts, notifications, and calendar view. | | | | |
| 85 | Solution displays a dashboard per case that authorized users can configure using filters to view specific data elements within user specified date ranges. a.Results are shown graphically on the dashboard. b.Different case dashboards can be created for the same case based upon the role of the authorized user. c.Different case dashboards can be viewed separately by different authorized users. | | | | |
| 86 | System Data Exchange and Storage | | | | |
| 87 | Solution supports migration/integration from CourtView. | | | | |

Appendix A
Functions and Capabilities

| ID # | SYSTEM FUNCTIONS AND CAPABILITIES | Developed and Deployed | In Development | Can be Developed | Comments |
|------|---|------------------------|----------------|------------------|----------|
| 88 | Solution provides ability for all data to update automatically in real-time so that any searches do not need to be re-run. | | | | |
| 89 | Solution provides ability for data to tie all to all case information, including closed cases. | | | | |
| 90 | Solution is hosted on Microsoft Azure Government or AWS GovCloud; web-based; compatible with current web browsers (e.g., Chrome, Firefox, Microsoft Edge). | | | | |
| 91 | Solution provides a SaaS solution that has storage for at least the following case types in 2019: 1.Jury Trials:510 2.Non-Jury Trials:2,233 2.Total Cases Filed: 123,963 | | | | |
| 92 | Customer Support | | | | |
| 93 | Support offered includes technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract. Offerors to describe the training method and number of hours included. | | | | |
| 94 | Offeror provides administrator level and end-user level training. | | | | |
| 95 | Offeror provides customer service support 24 hours per day, 7 days per week. | | | | |

Appendix B - Flowchart



Memorandum

Alaska Court System

820 W. 4th Avenue, Anchorage, AK 99501
Phone: 264-8224 Fax: 264-8290

To: Evaluation Committee Members

Date: June 2, 2022

From: Jesse Head
Procurement Specialist II

Subject: Evaluation of ACS-RFP-22-002

Copies of five (5) proposals submitted for the Alaska Court System's ACS-RFP-22-002 Digital Evidence Software will be distributed to you. The proposals will be electronic files, if needed I do have physical copies that can also be provided. Evaluation sheets are accompanying as a separate attachment. The proposals were from the following companies:

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I will evaluate the cost proposals based on a set formula required to evaluate cost. There are 20 points maximum available for this criterion. The points will not be made available to committee members until after the initial scoring of the written proposals.

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I would like to express my appreciation to each of you who are willing to take the time to serve on this evaluation committee.

Evaluation Committee Scoring Form
Digital Evidence Software
ACS-RFP-22-002

Name of Offeror _____

Name of Evaluator _____

Date of Review _____

Written Content of Proposal (40 points maximum):. Offeror should provide a comprehensive narrative statement that addresses this criterion. The evaluation committee will score response submission based upon how well offered services meet objectives as stated in the RFP.

1. How well does the offeror demonstrate their understanding of the project and its objectives?

Evaluator Comments _____

2. How well does the offeror demonstrate how their existing product and planned improvements will meet the requirements the ACS?

Evaluator Comments _____

3. How well does the offeror demonstrate their proposed approach to the project to provide the deliverables, services and objectives of the project?

Evaluator Comments _____

- a. How well does the offeror demonstrate their ability to meet desired functions and capabilities? Appendix A details the functions and capabilities ACS desires of a Digital Evidence Software solution. Appendix A is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal.

Evaluator Comments _____

- b. Integration with existing Courtview software is of premium value to the ACS.

Evaluator Comments _____

4. Customer References: This evaluation may take into consideration input from customer references regarding their experience with the offeror related to providing similar services. The offeror should provide a list of ALL customers who the offeror provided similar services to in the last five years. Customer contact information must be provided upon request by ACS, including include the name of the organization, name of the organization's appropriate contact (e.g., project manager), telephone number, service dates, and specific services provided to the organization.

Evaluator Comments ****Please score the written content of the proposals without the references at this point. We may contact references from the top ranked offerors later. **** _____

Total Points – Written Content of Proposal

(40 points maximum)

Total possible points for Written Content of Proposal is 40. Use the following guide for scoring this section:

Scoring 40 Points Maximum

| | |
|-----------------|---------|
| Excellent = | 33 - 40 |
| Very Good = | 25 - 32 |
| Average = | 17 - 24 |
| Below Average = | 9 - 16 |
| Poor = | 0 - 8 |

C. ACCOUNT TEAM SUPPORT (10 points maximum): How well does the offeror demonstrate their proposed approach to provide account team support and point of contact? How well does the offeror demonstrate the relevant experience, qualifications and level of commitment of the account team? Offerors should describe the roles and responsibilities of each account team member, pre and post-sale, in a hierarchical format including their management staff. Phone numbers, fax numbers, email and postal addresses should be included on the hierarchy for escalation purposes.

Evaluator Comments _____

Total Points – Account Team Support

(10 points maximum)

Total possible points for Account Team Support is 10. Use the following guide for scoring this section:

Scoring 10 Points Maximum

| | |
|-----------------|--------|
| Excellent = | 9 - 10 |
| Very Good = | 7 - 8 |
| Average = | 5 - 6 |
| Below Average = | 3 - 4 |
| Poor = | 0 - 2 |

Appendix C: Minnesota Judicial Branch RFP

APPENDIX A

MJB SYSTEM REQUIREMENTS

A. Architectural documentation required for on premise solution

B. System platform requirements - The MJB has an IT group who will manage and support the software platforms. IT platform requirements are listed below:

- Hosted on Judicial MJB servers
 - Windows 2012-R2; 2016 preferred
 - SQL Server 2012; 2016 preferred
- .Net Platform, C#, MVC
- SharePoint 2013 and 2016
- Web Services
 - Internet Information Services (IIS)
 - Web API 2.0
 - REST
 - SOAP
 - WS-Security
 - WS-Addressing
- Web-based
 - Browser
 - Chrome
 - IE 11 (9+)
 - Safari
 - Firefox
- Mobility Needs
 - Responsive web design approach
- Usage
 - System will have to accommodate spikes in usage depending on the various lines of business. Court proceedings audio will have high volume during morning and afternoon court sessions. Media made available to public may see spikes in usage when there is activity for high profile cases. System will need to scale when usage increases.

C. Look and Feel.

- For MJB Applications, Standard Judicial Branch look and feel will be provided and that standard will be followed
 - Minnesota Judicial Branch Style Guide

- Approved color palette

APPENDIX A

MJB SYSTEM REQUIREMENTS

D. Please provide a response based on an on premise solution. MJC would however like to understand any hybrid or cloud based solutions.

APPENDIX B

MJB Summary of Submission Requirements

Each response MUST include all items listed in both the General Requirements and Project-Related Submission Requirements. If a response is missing any of these requirements, it will fail phase 1 review and will not be further considered. You will be notified by rejection letter if your response is missing any of these items.

Please see the Section (VI) Submission Requirements A. and B. for the details of each item listed below:

A. General Requirements

1. **Certificate of Insurance.**
2. **Affirmative Action Certification.**
3. **Non-Collusion Affirmation**
4. **Contract Terms – acknowledgment of a and b**
5. **Evidence of Financial Stability.**
6. **Evidence of Security Measures**
7. **State of MN Equal Pay Certification**

B. Project-Related Submission Requirements

1. **Cover sheet**
2. **Vendor overview.**
3. **Vendor's proposal to meet project objectives.**
4. **Vendor's work plan and project timelines including tasks**
5. **Vendor's detailed explanation of terms of warranty for any new development.**
6. **Not-to-exceed cost proposal**
7. **Description of Completed similar projects.**
8. **Three (3) client references.**
9. **Written statement acknowledging whether or not there is a conflict of interest.**
10. **Clear description of licensing structure**
11. **Clear description of maintenance and support for five (5) year period**
12. **Clear description of system cyber security measures**
13. **Appendix C – Vendor Security Compliance Questionnaire**



MINNESOTA JUDICIAL BRANCH

STATE COURT ADMINISTRATOR'S OFFICE

REQUEST FOR PROPOSALS

Expanded Electronic Storage Capabilities

I. REQUEST FOR PROPOSALS

- A. **Defined.** The State of Minnesota –State Court Administrator’s Office (SCAO) is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for supplying and configuring a centralized digital asset management (DAM) solution statewide for storing, securing, managing and delivering “digital assets”. Digital assets may be but are not limited to electronic files including: video, audio, scanned documents or photographic images. Digital assets can include training, informational and staff recognition videos as well as video, audio, and electronic photographic evidence used in court cases. Access to digital assets will vary based on the type of digital asset and will need to be managed and controlled based on user rights and roles, with some assets only accessible by certain Branch employees and others accessible to certain state and federal partner agencies, the media, and the general public pursuant to the applicable law, Branch policies, or rules. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract or multiple contracts with a vendor or vendors to provide the tool(s) and services described in this document.
- B. **Right to Cancel.** The state is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The state reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The state also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW

- A. **Minnesota Judicial Branch (MJB).** The MJB has 10 judicial districts with 291 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by Lorie S. Gildea, Chief Justice of the Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2017, there were more than 1.2 million cases filed in district courts in Minnesota. For more information please visit www.mncourts.gov.

- B. **State Court Administrator's Office.** The mission of the State Court Administrator's Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. **Background**

The increase in digital assets over the last 5 years has created the need to prepare for the electronic storage capabilities of these digital assets. A project definition was created to address the need of the Minnesota Judicial Branch (MJB) to have one centralized storage system statewide that receives, stores, and manages digital assets that is secured, accessible or delivered to staff and other parties, as appropriate.

III. **PROJECT GOAL**

- A. The Minnesota Judicial Branch needs installed and configured one centralized statewide system for storing, securing, managing and delivering "digital assets". Digital assets may be but are not limited to training, informational, staff recognition videos as well as electronic files including video, audio, scanned documents or photographic images. Access to digital assets needs to be managed and controlled based on user rights and roles, with some assets only accessible by certain Branch employees and others accessible to certain partner agencies, the media, and the general public pursuant to the applicable law, Branch policies, or rules.

IV. **PROJECT DELIVERABLES**

- A. Project plan and detailed schedule of work, including milestones, communication plan, issues list and weekly status reports as determined in consultation with project leadership and onsite availability for the design, installation and configuration of a digital asset management (DAM) solution.
- B. Propose, recommend and document a phased implementation and configuration of an on premise storage and retrieval solution with versioning that meets the requirements of the MJB.
- C. Provide architectural document laying out structure of the storage and data flow diagrams including everything that will integrate with storage; server counts and sizes; internal and external facing; AD integration details; number of environment groups; sizing for VM cpu/ram/disk; how application scales.

- D. Identify, document and recommend other requirements for storage best practices as defined by project scope.
- E. Identify, recommend, document and configure encryption requirements in transit and at rest.
- F. Identify, recommend, document and configure user and access control requirements.
- G. Define rights and roles to application in identity and access management based on best practices.
- H. Analyze requirements documentation and complete a gap analysis document – make recommendations based on analysis.
- I. Facilitate an as is and to be flow diagram session with project staff. Create documentation for each.
- J. Document infrastructure segmentation for public vs. nonpublic information and access.
- K. Develop, document and implement configurations for the variety of security needs for public or nonpublic data
- L. Develop, document and implement a metadata strategy for digital assets using this storage.
- M. Develop, document and implement a process to migrate existing content from various locations into this centralized storage.
- N. Identify, document and recommend ability to utilize API services.
- O. Develop, document and implement requirements for authentication process using ADFS.
- P. Create a procedure document that lays out steps to upload a variety of artifacts to the storage.
- Q. Documentation, configuration and implementation of reports.
- R. Provide cataloging of asset needs.
- S. Monthly report of utilized hours.
- T. All work to be completed to the satisfaction of the State by June 30, 2019. Vendors who cannot guarantee completion of work by this date should include an alternative schedule explaining what work can be completed by this date, and the date all work can be completed.

V. TRAINING for goods or deliverable process RFP

- A. Create training materials and train on the centralized statewide digital asset management solution.
 - Training for technical staff supporting application
 - Training for business staff to use process
 - Create centralized statewide digital asset management solution overview communication plan.

VI. SUBMISSION REQUIREMENTS.

- A. **General Requirements** – each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section XV of the sample State contract in Appendix III for details on additional insurance requirements that must be provided upon request of the State.
2. **Affirmative Action Certification.** If the vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix I.
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.
4. **Contract Terms – acknowledgment of a and b.** The State's proposed contract templates are set forth in Appendix III (contract) and Appendix IV (subcontractor participation agreement). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.
 - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
 - b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.

- c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.
- 5. **Evidence of Financial Stability.** Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow.
- 6. **Financial Stability-Related Trade Secret.** Judicial MJB rules of public access permit vendors to submit evidence of financial stability as trade secret information according to the following:
 - a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
 - c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial MJB, or known to or ascertainable by the Judicial MJB from third parties.

Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

- 7. **Equal Pay Certification.** The Equal Pay Certification (EPC) requirement for vendors was signed into law in May of 2014. If a vendor proposal is estimated at \$500,000.00 or more, the vendor must complete the EPC with the MN Department of Human Rights and attach a copy of that certification to the response (see appendix VI). For more information on the EPC see the Minnesota Department of Human Rights website at: <https://mn.gov/mdhr/certificates/apply-renew/>

8. **Evidence of Security Measures.** Vendor's RFP must provide evidence of Vendor's security measures as an indicator of Vendor's ability to provide security for judicial branch records.
9. **Security Measures-Related Trade Secret.** MJB rules of public access permit vendors to submit evidence of security measures as trade secret information according to the following:
 - a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential;"
 - c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

B. Project-Related Submission Requirements-each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. A cover sheet including vendors' contact information, email address, business address, and phone numbers. Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements;

2. An overview that reflects the vendors' understanding of the efforts described in this Request for Proposals and the project deliverables;
3. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements set forth above within the deadline, including descriptions of the methodology that will be used and examples of the deliverables that will be produced;
4. A detailed explanation of the terms of the warranty for new development software, including defect management, and enhancement requirements;
5. Provide a not-to-exceed cost to include identification of the assumptions made and the rationale used to prepare the estimate.
6. A description of completed similar projects that demonstrate the Vendor's experience and area of expertise, including Vendor's ability to provide the stated Deliverables;
7. At least three client references with appropriate contact information that the Vendor has performed work for in the past three years and that can attest to vendor ability to complete work as stated;
8. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;
9. Detailed documentation and concrete information about the Vendor's storage solution proposal in terms of:
 - a. Function of storage solution
 - b. Capacity and speed of storage solution
 - c. Reliability of storage solution

C. Pricing,

1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal.

VII. PROPOSAL EVALUATION.

- A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
- B. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section VI, A & B.
- C. The second part evaluation of all proposals shall be based upon deriving the “Best Value” for the State. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
 - 1. Vendor’s industry experience and previous experience in performing similar work;
 - 2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology;
 - 3. Cost estimate;
 - 4. Vendor’s product and/or service delivery methodology;
 - 5. Reliability of product or service;
 - 6. Closeness of fit with technical requirements;
 - 7. Financial stability of the organization;
 - 8. Vendor’s past performance and client references; and
 - 9. Vendor’s ability to complete work by June 30, 2019. Vendors who cannot guarantee completion of work by this date should include an alternative schedule explaining what work can be completed by this date, and the date all work can be completed.
- A. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- B. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor’s representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a

demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the product and answer questions. Notification of any such requirements will be given as necessary. Vendor conferences are tentatively scheduled for the week of September 17, 2018 at the Minnesota Judicial Center in St. Paul, Minnesota, and all vendors should be prepared to have representatives present on those dates.

- C. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.
- D. Time is of the essence to the State. All work performed under any contract awarded on the basis of this RFP must be completed, to the satisfaction of the State, by June 30, 2019. Vendors who cannot guarantee completion of work by this date should include an alternative schedule explaining what work can be completed by this date, and the date all work can be completed.

VIII. SUBMISSION OF PROPOSALS.

A. **Proposal Timeline.**

- 1. Posting Date on State MJB Website [MJB Court Public Website - Public Notice](#) : Friday, August 17 2018.
- 2. Questions Due: Friday, August 31 2018, 5:00 pm cst
- 3. Answers Posted: Friday, September 7 2018, 5:00 pm cst
- 4. Proposal Submission Deadline: Monday, September 24 2018, 5:00 pm cst
- 5. Vendor conferences are tentatively scheduled for the week of September 24, 2018 at the Minnesota Judicial Center in St. Paul, Minnesota, and all vendors should be prepared to have representatives present on those dates.
- 6. Subsequent selection as soon thereafter as possible.

B. **Amendments.** Any amendments to this RFP will be posted on the MJB website.

C. **Questions.** All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than Friday, August 31 2018, 5:00 pm cst. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Rich Gutsche

IT Manager – Analysis Services & Project Management

State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155
Rich.Gutsche@courts.state.mn.us

- D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on Friday, September 7 2018, 5:00 pm cst and will be accessible to the public and other proposers.
- E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing Monday, September 24 2018, 5:00 pm cst, in a sealed envelope to:
Rich Gutsche
IT Manager - Analysis Services & Project Management
State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155
Rich.Gutsche@courts.state.mn.us
The submission must include both four (4) paper copies and one (1) electronic PDF copy either on flash drive. No facsimile submissions will be accepted. Proposals delivered in person to State Court Administration should be presented to the First Floor receptionist and date/time stamped by the receptionist.
- F. **Signatures.** Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.
- G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than Monday, September 24 2018, 5:00 pm cst, Proposals will be opened the following business day and once opened become accessible to the public (except financial stability information submitted as a trade secret in accordance with the instructions in Section VII(A)(6) of this RFP). With the exception of evidence-of-vendor's-financial-stability trade secret information submitted in accordance with the instructions in Section VI(A)(6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.

- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.



MINNESOTA JUDICIAL BRANCH

**Information Technology Division (ITD)
25 Reverend Martin Luther King Jr. Blvd.
Saint Paul, MN 55101**

REQUEST FOR INFORMATION (RFI)

This document contains a Request for Information (RFI) for the Expanded Electronic Storage Capabilities of the Minnesota Judicial Branch Information Technology Division (ITD). The information obtained from this RFI will be used by the Branch for further discussion and the development of an RFP. Suppliers wishing to respond to this RFI should read this document carefully and follow the guidance for responding.

Expanded Electronic Storage Capabilities

Response Due:

July 11th, 2018 @ 5:00 p.m. CST

ATTENTION: Steve Vader

Steve.Vader@courts.state.mn.us

Request for Information

1. Minnesota Judicial Branch Information Technology Division (ITD)

The Information Technology Division (ITD) of the Minnesota Judicial Branch provides technical support and infrastructure necessary for the Courts to do business. Services include development of applications, procurement and management of purchased software, network services such as email and file sharing, web development and hosting, integrations with the Courts' business partners and installation and maintenance of personal computers with standard business software.

1.1 Expanded Electronic Storage Capabilities

The Minnesota Judicial Branch needs one centralized system statewide for storing, securing, managing and delivering "multimedia content". Multimedia content may be electronic files including video, audio, scanned documents or photographic images. Multimedia content can include training, informational, staff recognition videos as well as video, audio, and electronic photographic evidence used in court cases. Multimedia content needs to be accessible by Branch employees statewide and, where required, the general public.

1.2 Term Definitions within this Document

Branch: The Minnesota Judicial Branch. The Branch has tasked ITD with the scope, budget and implementation of the Expanded Electronic Storage project

ITD: Information Technology Division.

ITD Review Committee: A group of stakeholders within ITD assigned to review the RFI, RFP and make final decisions about this project.

Respondent: The company and/or organization responding to this RFI.

Response: The electronic document sent to ITD.

DAM: Digital Asset Management.

2. Request for Information (RFI)

ITD is seeking product and services information from qualified companies for furnishing a Digital Asset Management (DAM) solution to help the Branch achieve its goal stated as follows:

Implement one centralized system statewide for storing, securing, managing and delivering "multimedia content".

The purpose of this pre-funding inquiry is to give eligible entities within this market space an opportunity to inform the Branch on core competencies, latest available technology trends

and solutions, and any additional technical information that may be relevant to the centralized statewide storage implementation effort.

Failing to submit a response to this RFI may limit a potential vendor's opportunity to submit any possible response to RFPs. While it is highly recommended that all eligible entities respond to this RFI if they wish to be considered for the Expanded Electronic Storage Capabilities project, responses to this RFI are considered non-binding proposals and are used only to assist the Branch to perform its due diligence and gather information for planning and specification preparation purposes.

2.1 ITD Specific Requirements

2.1.1 Environment

2.1.1.1 Can on premise version of the proposed solution run on Windows Server 2016?

2.1.1.2 Can the proposed solution use SQL Server? What versions?

2.1.1.3 Does the proposed solution support IIS as a web server?

2.1.2 Security

2.1.2.1 Does the proposed solution support active directory?

2.1.2.2 Does the proposed solution support 2 factor authentication?

2.1.2.3 Can we define user roles within the proposed tool?

2.1.3 Usability

2.1.3.1 What are the supported file types?

2.1.3.2 Can we link content to media files or group content?

2.1.3.3 Does it support version control?

2.1.3.4 Does the proposed solution support file compression?

2.1.3.5 Does the proposed solution support format conversions?

2.1.3.6 Does the proposed solution support annotations?

2.1.4 Search and Metadata

2.1.4.1 Can we create custom metadata that can be used to filter search results?

2.1.4.2 Does the proposed solution ingest metadata during upload?

2.1.5 Workflows

2.1.5.1 Can we define custom Workflows?

2.1.5 Integrations

2.1.6.1 Does the proposed solution have an integration with DocuSign?

2.1.6.2 Does the proposed solution have an integration with SharePoint?

2.1.7 Budget Considerations/References

2.1.7.1 Include references for past successes with other DAM projects.

3. RFI Assumptions:

- The ITD Review Committee is open to all technologies and alternatives proposed.
- Solution complies with FCC requirements and any regulatory conditions/restrictions.

4. Instructions for Responding to this RFI

4.1 Who May Respond

Responses from organizations in the industry, government or academia with practical knowledge of DAM solutions are welcome. When it is time for the Branch to issue a subsequent Request for Proposals (RFP), all responders will be eligible to respond with detailed specifications.

4.2 How to Respond

One electronic copy in machine-readable format (MS Word format) should be sent to Steve.Vader@courts.state.mn.us. Please use the RFI template provided in Appendix 5.1 as a format for Responses.

The proposal should also include:

1. A cover letter which summarizes the response. It must also indicate if supporting documentation is included in the response.
2. The response itself, covering any or all of the areas of information requested by this RFI.
3. Responses must be received no later than Wednesday, July 11th, 2018 5:00 PM (CST).

4.3 Questions about this RFI

Clarification questions may be directed via email to Steve.Vader@courts.state.mn.us from June 18th – 22nd, 2018. Questions received after June 22nd, 2018 will not receive a response. Clarification responses from ITD Review Committee will be posted on the Branch public website no later than June 27th 5:00 p.m. CST for all Respondents to view on this page: <http://www.mncourts.gov/About-The-Courts/NewsAndAnnouncements.aspx?t=notice>

4.4 Review and Clarification Process

This RFI is issued with the intent to survey industry to obtain information that provides guidance, which may be used in the preparation of an RFP. Based on those responses, ITD Review Committee will augment its roadmap which may result in one or more RFPs. To fully comprehend the information contained within a response to this RFI, ITD Review Committee may request further clarification in the form of brief verbal communication by telephone, written communication, electronic communication, or a presentation to ITD Review Committee. Companies responding to this RFI shall designate a single contact within that company for receipt of all subsequent information regarding this RFI. The name of this contact will be made available to ITD Review Committee.

4.5 Distribution of RFI Responses and Copyrighted Material

Copies of all documentation submitted in response to this RFI will be available to ITD Review Committee for review purposes. According to the State's Policies and Procedures, proprietary and confidential material shall not be included in any response to the RFI. If copyrighted material is sent in response to this RFI then a statement waiving that copyright for use by the Branch is required and a limited waiver of copyright that allows the Branch to make up to twenty-five (25) copies for review purposes is required.

5. Appendix A (Respondent Template and Instructions)

5.1. Contact Template

Include this section as the first page of the Response.

| 1. General Information | | |
|-------------------------------|-------------------|--|
| 1.1 | Firm Name: | |
| 1.2 | Street Address: | |
| 1.3 | City, State, Zip: | |
| 1.4 | Primary Business: | |
| 1.5 | Point of Contact: | |
| 1.6 | Title: | |
| 1.7 | Voice: | |

| | | |
|------|--|----------|
| 1.8 | Fax: | |
| 1.9 | Email: | |
| 1.10 | Respondent willing to make a presentation at ITD if requested? | Yes / No |
| 1.11 | Parent Company Name: | |
| 1.12 | Street Address: | |
| 1.13 | City, State, ZIP | |
| 1.14 | Primary Business: | |

5.2. Response Instructions

Label requirement responses with the article number and maintain a tabular formatting for reference. Example:

| | |
|----------|--|
| 2.1.5.10 | <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.</p> |
| 2.1.5.11 | <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua.</p> |

| Requirement ID | Requirement Description |
|----------------|--|
| 1 | Ability to enter metadata when uploading and saving content |
| 2 | Ability to search for content using defined metadata |
| 3 | Authentication through Active Directory |
| 4 | Ability to upload or scan photographs and save photographs, and the ability to view the saved files in native format |
| 5 | Ability to upload and save video content, and the ability to view |
| 6 | Ability to upload and save audio content, and the ability to listen to the saved files in native format |
| 7 | Ability to upload and save supporting recording documents such as Notes, Translated Notes, Raw Notes, Dictionary |
| 8 | Ability to upload and save documents (such as PowerPoints, Word Documents, etc.) |
| 9 | Ability to define retention rules |
| 10 | Ability to destroy/purge records based on the retention rules |
| 11 | Set up user groups and assign users to a user group |
| 12 | Set permissions for each user group/user |
| 13 | Ability to modify rights per user group/user when signed in as an Admin |
| 14 | Allow for multiple user groups |
| 15 | Reporting capabilities based on metadata and retention data |
| 16 | Ability to download a copy of the file |
| 17 | Ability to check out the file |
| 18 | Ability to edit the file |
| 19 | Ability to delete the file |
| 20 | Ability to track the owner of the content (who uploaded the content) |
| 24 | Ability to create and customize various workflows such as email notification when a file is uploaded or when a file has not been uploaded by a specific time |
| 25 | Ability to browse local folders for the content and select content during the upload process |
| 26 | Generate a link to the stored content for users to view |
| 27 | Ability to link content that is related |
| 28 | Allow for tracking when no file is uploaded |
| 29 | Retain the original version of the file |
| 30 | When checking in the file, create a new version of the file |
| 31 | Assign unique file names when saving the uploaded content |
| 32 | Ability to relate documents/content to one another as applicable |
| 33 | Ability to have integrations available through custom API's |

| | |
|----|---|
| 34 | System must capture auditing data such as Data Uploaded, Upload, File size of upload, date link provided, user that provided link, edit date (checked out), save (check in) date, and Save User |
| 35 | Ability to provide multiple levels of access internally and externally |
| 36 | Needs a REST API |



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Clarification questions may be directed via email to Steve.Vader@courts.state.mn.us from June 18th – 22nd, 2018. Questions received after June 22nd, 2018 will not receive a response. Clarification responses from ITD Review Committee will be posted on the Branch public website no later than June 27th 5:00 p.m. CST for all Respondents to view on this page: <http://www.mncourts.gov/About-The-Courts/NewsAndAnnouncements.aspx?t=notice>

4.4 Review and Clarification Process

This RFI is issued with the intent to survey industry to obtain information that provides guidance, which may be used in the preparation of an RFP. Based on those responses, ITD Review Committee will augment its roadmap which may result in one or more RFPs. To fully comprehend the information contained within a response to this RFI, ITD Review Committee may request further clarification in the form of brief verbal communication by telephone, written communication, electronic communication, or a presentation to ITD Review Committee. Companies responding to this RFI shall designate a single contact within that company for receipt of all subsequent information regarding this RFI. The name of this contact will be made available to ITD Review Committee.

4.5 Distribution of RFI Responses and Copyrighted Material

Copies of all documentation submitted in response to this RFI will be available to ITD Review Committee for review purposes. According to the State's Policies and Procedures, proprietary and confidential material shall not be included in any response to the RFI. If copyrighted material is sent in response to this RFI then a statement waiving that copyright for use by the Branch is required and a limited waiver of copyright that allows the Branch to make up to twenty-five (25) copies for review purposes is required.

5. Appendix A (Respondent Template and Instructions)

5.1. Contact Template

Include this section as the first page of the Response.

| 1. General Information | | |
|------------------------|-------------------|--|
| 1.1 | Firm Name: | |
| 1.2 | Street Address: | |
| 1.3 | City, State, Zip: | |
| 1.4 | Primary Business: | |
| 1.5 | Point of Contact: | |
| 1.6 | Title: | |
| 1.7 | Voice: | |

| | | |
|------|--|----------|
| 1.8 | Fax: | |
| 1.9 | Email: | |
| 1.10 | Respondent willing to make a presentation at ITD if requested? | Yes / No |
| 1.11 | Parent Company Name: | |
| 1.12 | Street Address: | |
| 1.13 | City, State, ZIP | |
| 1.14 | Primary Business: | |

5.2. Response Instructions

Label requirement responses with the article number and maintain a tabular formatting for reference. Example:

| | |
|----------|--|
| 2.1.5.10 | <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.</p> |
| 2.1.5.11 | <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua.</p> |



MINNESOTA JUDICIAL BRANCH

STATE COURT ADMINISTRATOR'S OFFICE

REQUEST FOR PROPOSALS

Expanded Electronic Storage Capabilities

I. REQUEST FOR PROPOSALS

- A. **Defined.** The State of Minnesota –State Court Administrator’s Office (SCAO) is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for supplying and configuring a centralized digital asset management (DAM) solution statewide for storing, securing, managing and delivering “digital assets”. Digital assets may be but are not limited to electronic files including: video, audio, scanned documents or photographic images. Digital assets can include training, informational and staff recognition videos as well as video, audio, and electronic photographic evidence used in court cases. Access to digital assets will vary based on the type of digital asset and will need to be managed and controlled based on user rights and roles, with some assets only accessible by certain Branch employees and others accessible to certain state and federal partner agencies, the media, and the general public pursuant to the applicable law, Branch policies, or rules. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract or multiple contracts with a vendor or vendors to provide the tool(s) and services described in this document.
- B. **Right to Cancel.** The state is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The state reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The state also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW

- A. **Minnesota Judicial Branch (MJB).** The MJB has 10 judicial districts with 291 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by Lorie S. Gildea, Chief Justice of the Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2017, there were more than 1.2 million cases filed in district courts in Minnesota. For more information please visit www.mncourts.gov.

- B. **State Court Administrator's Office.** The mission of the State Court Administrator's Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. **Background**

The increase in digital assets over the last 5 years has created the need to prepare for the electronic storage capabilities of these digital assets. A project definition was created to address the need of the Minnesota Judicial Branch (MJB) to have one centralized storage system statewide that receives, stores, and manages digital assets that is secured, accessible or delivered to staff and other parties, as appropriate.

III. **PROJECT GOAL**

- A. The Minnesota Judicial Branch needs installed and configured one centralized statewide system for storing, securing, managing and delivering "digital assets". Digital assets may be but are not limited to training, informational, staff recognition videos as well as electronic files including video, audio, scanned documents or photographic images. Access to digital assets needs to be managed and controlled based on user rights and roles, with some assets only accessible by certain Branch employees and others accessible to certain partner agencies, the media, and the general public pursuant to the applicable law, Branch policies, or rules.

IV. **PROJECT DELIVERABLES**

- A. Project plan and detailed schedule of work, including milestones, communication plan, issues list and weekly status reports as determined in consultation with project leadership and onsite availability for the design, installation and configuration of a digital asset management (DAM) solution.
- B. Propose, recommend and document a phased implementation and configuration of an on premise storage and retrieval solution with versioning that meets the requirements of the MJB.
- C. Provide architectural document laying out structure of the storage and data flow diagrams including everything that will integrate with storage; server counts and sizes; internal and external facing; AD integration details; number of environment groups; sizing for VM cpu/ram/disk; how application scales.

- D. Identify, document and recommend other requirements for storage best practices as defined by project scope.
- E. Identify, recommend, document and configure encryption requirements in transit and at rest.
- F. Identify, recommend, document and configure user and access control requirements.
- G. Define rights and roles to application in identity and access management based on best practices.
- H. Analyze requirements documentation and complete a gap analysis document – make recommendations based on analysis.
- I. Facilitate an as is and to be flow diagram session with project staff. Create documentation for each.
- J. Document infrastructure segmentation for public vs. nonpublic information and access.
- K. Develop, document and implement configurations for the variety of security needs for public or nonpublic data
- L. Develop, document and implement a metadata strategy for digital assets using this storage.
- M. Develop, document and implement a process to migrate existing content from various locations into this centralized storage.
- N. Identify, document and recommend ability to utilize API services.
- O. Develop, document and implement requirements for authentication process using ADFS.
- P. Create a procedure document that lays out steps to upload a variety of artifacts to the storage.
- Q. Documentation, configuration and implementation of reports.
- R. Provide cataloging of asset needs.
- S. Monthly report of utilized hours.
- T. All work to be completed to the satisfaction of the State by June 30, 2019. Vendors who cannot guarantee completion of work by this date should include an alternative schedule explaining what work can be completed by this date, and the date all work can be completed.

V. TRAINING for goods or deliverable process RFP

- A. Create training materials and train on the centralized statewide digital asset management solution.
 - Training for technical staff supporting application
 - Training for business staff to use process
 - Create centralized statewide digital asset management solution overview communication plan.

VI. SUBMISSION REQUIREMENTS.

- A. **General Requirements** – each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section XV of the sample State contract in Appendix III for details on additional insurance requirements that must be provided upon request of the State.
2. **Affirmative Action Certification.** If the vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix I.
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.
4. **Contract Terms – acknowledgment of a and b.** The State's proposed contract templates are set forth in Appendix III (contract) and Appendix IV (subcontractor participation agreement). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.
 - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
 - b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.

- c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.
- 5. **Evidence of Financial Stability.** Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow.
- 6. **Financial Stability-Related Trade Secret.** Judicial MJB rules of public access permit vendors to submit evidence of financial stability as trade secret information according to the following:
 - a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
 - c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial MJB, or known to or ascertainable by the Judicial MJB from third parties.

Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

- 7. **Equal Pay Certification.** The Equal Pay Certification (EPC) requirement for vendors was signed into law in May of 2014. If a vendor proposal is estimated at \$500,000.00 or more, the vendor must complete the EPC with the MN Department of Human Rights and attach a copy of that certification to the response (see appendix VI). For more information on the EPC see the Minnesota Department of Human Rights website at: <https://mn.gov/mdhr/certificates/apply-renew/>

8. **Evidence of Security Measures.** Vendor's RFP must provide evidence of Vendor's security measures as an indicator of Vendor's ability to provide security for judicial branch records.
9. **Security Measures-Related Trade Secret.** MJB rules of public access permit vendors to submit evidence of security measures as trade secret information according to the following:
 - a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential;"
 - c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

B. Project-Related Submission Requirements-each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. A cover sheet including vendors' contact information, email address, business address, and phone numbers. Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements;

2. An overview that reflects the vendors' understanding of the efforts described in this Request for Proposals and the project deliverables;
3. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements set forth above within the deadline, including descriptions of the methodology that will be used and examples of the deliverables that will be produced;
4. A detailed explanation of the terms of the warranty for new development software, including defect management, and enhancement requirements;
5. Provide a not-to-exceed cost to include identification of the assumptions made and the rationale used to prepare the estimate.
6. A description of completed similar projects that demonstrate the Vendor's experience and area of expertise, including Vendor's ability to provide the stated Deliverables;
7. At least three client references with appropriate contact information that the Vendor has performed work for in the past three years and that can attest to vendor ability to complete work as stated;
8. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;
9. Detailed documentation and concrete information about the Vendor's storage solution proposal in terms of:
 - a. Function of storage solution
 - b. Capacity and speed of storage solution
 - c. Reliability of storage solution

C. Pricing,

1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal.

VII. PROPOSAL EVALUATION.

- A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
- B. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section VI, A & B.
- C. The second part evaluation of all proposals shall be based upon deriving the “Best Value” for the State. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
 - 1. Vendor’s industry experience and previous experience in performing similar work;
 - 2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology;
 - 3. Cost estimate;
 - 4. Vendor’s product and/or service delivery methodology;
 - 5. Reliability of product or service;
 - 6. Closeness of fit with technical requirements;
 - 7. Financial stability of the organization;
 - 8. Vendor’s past performance and client references; and
 - 9. Vendor’s ability to complete work by June 30, 2019. Vendors who cannot guarantee completion of work by this date should include an alternative schedule explaining what work can be completed by this date, and the date all work can be completed.
- A. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- B. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor’s representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a

demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the product and answer questions. Notification of any such requirements will be given as necessary. Vendor conferences are tentatively scheduled for the week of September 17, 2018 at the Minnesota Judicial Center in St. Paul, Minnesota, and all vendors should be prepared to have representatives present on those dates.

- C. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.
- D. Time is of the essence to the State. All work performed under any contract awarded on the basis of this RFP must be completed, to the satisfaction of the State, by June 30, 2019. Vendors who cannot guarantee completion of work by this date should include an alternative schedule explaining what work can be completed by this date, and the date all work can be completed.

VIII. SUBMISSION OF PROPOSALS.

A. **Proposal Timeline.**

- 1. Posting Date on State MJB Website [MJB Court Public Website - Public Notice](#) : Friday, August 17 2018.
- 2. Questions Due: Friday, August 31 2018, 5:00 pm cst
- 3. Answers Posted: Friday, September 7 2018, 5:00 pm cst
- 4. Proposal Submission Deadline: Monday, September 24 2018, 5:00 pm cst
- 5. Vendor conferences are tentatively scheduled for the week of September 24, 2018 at the Minnesota Judicial Center in St. Paul, Minnesota, and all vendors should be prepared to have representatives present on those dates.
- 6. Subsequent selection as soon thereafter as possible.

B. **Amendments.** Any amendments to this RFP will be posted on the MJB website.

C. **Questions.** All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than Friday, August 31 2018, 5:00 pm cst. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Rich Gutsche

IT Manager – Analysis Services & Project Management

State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155
Rich.Gutsche@courts.state.mn.us

- D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on Friday, September 7 2018, 5:00 pm cst and will be accessible to the public and other proposers.
- E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing Monday, September 24 2018, 5:00 pm cst, in a sealed envelope to:
Rich Gutsche
IT Manager - Analysis Services & Project Management
State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155
Rich.Gutsche@courts.state.mn.us
The submission must include both four (4) paper copies and one (1) electronic PDF copy either on flash drive. No facsimile submissions will be accepted. Proposals delivered in person to State Court Administration should be presented to the First Floor receptionist and date/time stamped by the receptionist.
- F. **Signatures.** Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.
- G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than Monday, September 24 2018, 5:00 pm cst, Proposals will be opened the following business day and once opened become accessible to the public (except financial stability information submitted as a trade secret in accordance with the instructions in Section VII(A)(6) of this RFP). With the exception of evidence-of-vendor's-financial-stability trade secret information submitted in accordance with the instructions in Section VI(A)(6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.

- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.

| Requirement ID | Requirement Description |
|----------------|--|
| 1 | Ability to enter metadata when uploading and saving content |
| 2 | Ability to search for content using defined metadata |
| 3 | Authentication through Active Directory |
| 4 | Ability to upload or scan photographs and save photographs, and the ability to view the saved files in native format |
| 5 | Ability to upload and save video content, and the ability to view |
| 6 | Ability to upload and save audio content, and the ability to listen to the saved files in native format |
| 7 | Ability to upload and save supporting recording documents such as Notes, Translated Notes, Raw Notes, Dictionary |
| 8 | Ability to upload and save documents (such as PowerPoints, Word Documents, etc.) |
| 9 | Ability to define retention rules |
| 10 | Ability to destroy/purge records based on the retention rules |
| 11 | Set up user groups and assign users to a user group |
| 12 | Set permissions for each user group/user |
| 13 | Ability to modify rights per user group/user when signed in as an Admin |
| 14 | Allow for multiple user groups |
| 15 | Reporting capabilities based on metadata and retention data |
| 16 | Ability to download a copy of the file |
| 17 | Ability to check out the file |
| 18 | Ability to edit the file |
| 19 | Ability to delete the file |
| 20 | Ability to track the owner of the content (who uploaded the content) |
| 24 | Ability to create and customize various workflows such as email notification when a file is uploaded or when a file has not been uploaded by a specific time |
| 25 | Ability to browse local folders for the content and select content during the upload process |
| 26 | Generate a link to the stored content for users to view |
| 27 | Ability to link content that is related |
| 28 | Allow for tracking when no file is uploaded |
| 29 | Retain the original version of the file |
| 30 | When checking in the file, create a new version of the file |
| 31 | Assign unique file names when saving the uploaded content |
| 32 | Ability to relate documents/content to one another as applicable |
| 33 | Ability to have integrations available through custom API's |

| | |
|----|---|
| 34 | System must capture auditing data such as Data Uploaded, Upload, File size of upload, date link provided, user that provided link, edit date (checked out), save (check in) date, and Save User |
| 35 | Ability to provide multiple levels of access internally and externally |
| 36 | Needs a REST API |

APPENDIX A

MJB SYSTEM REQUIREMENTS

A. Architectural documentation required for on premise solution

B. System platform requirements - The MJB has an IT group who will manage and support the software platforms. IT platform requirements are listed below:

- Hosted on Judicial MJB servers
 - Windows 2012-R2; 2016 preferred
 - SQL Server 2012; 2016 preferred
- .Net Platform, C#, MVC
- SharePoint 2013 and 2016
- Web Services
 - Internet Information Services (IIS)
 - Web API 2.0
 - REST
 - SOAP
 - WS-Security
 - WS-Addressing
- Web-based
 - Browser
 - Chrome
 - IE 11 (9+)
 - Safari
 - Firefox
- Mobility Needs
 - Responsive web design approach
- Usage
 - System will have to accommodate spikes in usage depending on the various lines of business. Court proceedings audio will have high volume during morning and afternoon court sessions. Media made available to public may see spikes in usage when there is activity for high profile cases. System will need to scale when usage increases.

C. Look and Feel.

- For MJB Applications, Standard Judicial Branch look and feel will be provided and that standard will be followed
 - Minnesota Judicial Branch Style Guide

- Approved color palette

APPENDIX A

MJB SYSTEM REQUIREMENTS

D. Please provide a response based on an on premise solution. MJC would however like to understand any hybrid or cloud based solutions.

APPENDIX B

MJB Summary of Submission Requirements

Each response MUST include all items listed in both the General Requirements and Project-Related Submission Requirements. If a response is missing any of these requirements, it will fail phase 1 review and will not be further considered. You will be notified by rejection letter if your response is missing any of these items.

Please see the Section (VI) Submission Requirements A. and B. for the details of each item listed below:

A. General Requirements

1. **Certificate of Insurance.**
2. **Affirmative Action Certification.**
3. **Non-Collusion Affirmation**
4. **Contract Terms – acknowledgment of a and b**
5. **Evidence of Financial Stability.**
6. **Evidence of Security Measures**
7. **State of MN Equal Pay Certification**

B. Project-Related Submission Requirements

1. **Cover sheet**
2. **Vendor overview.**
3. **Vendor's proposal to meet project objectives.**
4. **Vendor's work plan and project timelines including tasks**
5. **Vendor's detailed explanation of terms of warranty for any new development.**
6. **Not-to-exceed cost proposal**
7. **Description of Completed similar projects.**
8. **Three (3) client references.**
9. **Written statement acknowledging whether or not there is a conflict of interest.**
10. **Clear description of licensing structure**
11. **Clear description of maintenance and support for five (5) year period**
12. **Clear description of system cyber security measures**
13. **Appendix C – Vendor Security Compliance Questionnaire**

October 13, 2020

RE: RFP EP205 Expanded Electronic Storage Capabilities

Dear ,

This letter is to announce that the Minnesota Judicial Branch is looking to move forward on the next phase of its Expanded Electronic Storage project encompassing Digital Asset Management (DAM) for the Judicial Branch. In August 2018, the Minnesota Judicial Branch released a Request for Proposal (RFP) for Expanded Electronic Storage Solutions for a statewide digital asset management solution, and in September 2018, vendors submitted detailed proposals in response to the RFP that included vendors' proposed solution, technology, and resources each vendor had available at the time. As a result of the RFP and subsequent review process, two finalists were identified from the RFP responses with whom the Judicial Branch moved forward in Phase I of its Expanded Electronic Storage project encompassing DAM solutions: and .

At this time, the Judicial Branch is looking to move forward with Phase II of the Electronic Expanded Storage ilable DAM solutions specific to the statewide intake, storage, and access of District court digital assets, including documents, exhibits, and evidence for cases not on appeal. The Judicial Branch is seeking a solution that would allow for the statewide upload and retrieval of the digital materials by court staff – and by court case participants (external users/filers) – to a DAM solution for District court digital assets, including District court cases, and supporting remote access to digital assets for in-person and remote proceedings.

As you were one of the vendors selected pursuant to the RFP for Expanded Electronic Storage Solutions for a statewide digital asset management solution, and with whom the Judicial Branch moved forward during Phase I of the Expanded Electronic Storage Project, the Judicial Branch would like to request that you provide updated information for your proposal. As some time has passed from your initial proposal, the Judicial Branch understands there may be some updated or other available proposed technologies and resources available that you would wish to include, as well as providing updated pricing and timing. For your convenience, attached is a copy of the initial proposal you submitted to the Judicial Branch in September 2018.

The Judicial Branch looks forward to receiving your updated proposal, and request it be submitted by close of business on November 5, 2020. Please feel free to submit your updated proposal to both the following email addresses: @state.mn.us and @courts.state.mn.us

Thank you,

State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155

October 13, 2020

RE: RFP EP205 Expanded Electronic Storage Capabilities

Dear ,

This letter is to announce that the Minnesota Judicial Branch is looking to move forward on the next phase of its Expanded Electronic Storage project encompassing Digital Asset Management (DAM) for the Judicial Branch. In August 2018, the Minnesota Judicial Branch released a Request for Proposal (RFP) for Expanded Electronic Storage Solutions for a statewide digital asset management solution, and in September 2018, vendors submitted detailed proposals in response to the RFP that included vendors' proposed solution, technology, and resources each vendor had available at the time. As a result of the RFP and subsequent review process, two finalists were identified from the RFP responses with whom the Judicial Branch moved forward in Phase I of its Expanded Electronic Storage project encompassing DAM solutions: and .

At this time, the Judicial Branch is looking to move forward with Phase II of the Electronic Expanded Storage ilable DAM solutions specific to the statewide intake, storage, and access of District court digital assets, including documents, exhibits, and evidence for cases not on appeal. The Judicial Branch is seeking a solution that would allow for the statewide upload and retrieval of the digital materials by court staff – and by court case participants (external users/filers) – to a DAM solution for District court digital assets, including District court cases, and supporting remote access to digital assets for in-person and remote proceedings.

As you were one of the vendors selected pursuant to the RFP for Expanded Electronic Storage Solutions for a statewide digital asset management solution, and with whom the Judicial Branch moved forward during Phase I of the Expanded Electronic Storage Project, the Judicial Branch would like to request that you provide updated information for your proposal. As some time has passed from your initial proposal, the Judicial Branch understands there may be some updated or other available proposed technologies and resources available that you would wish to include, as well as providing updated pricing and timing. For your convenience, attached is a copy of the initial proposal you submitted to the Judicial Branch in September 2018.

The Judicial Branch looks forward to receiving your updated proposal, and request it be submitted by close of business on November 5, 2020. Please feel free to submit your updated proposal to both the following email addresses: @state.mn.us and @courts.state.mn.us

Thank you,

State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155

Appendix D: Orange County, California Superior Court RFP



ATTACHMENT A SCOPE OF WORK

1. GENERAL REQUIREMENTS

The Superior Court of California, County of Orange intends to procure a digital evidence solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for the functional areas specified in this Attachment. The functional areas include Small Claims, Civil, Family Law, Juvenile, Probate, Records & Exhibits, and Criminal/Traffic case types. The following general requirements apply to all functional areas.

1.1. Access and Security

1.1.1. User-Administrator Access:

- 1.1.1.1. User-administrators can set roles and permissions (e.g., access to view, edit, and ability to delegate access, etc.) specific to certain users.
- 1.1.1.2. The solution should include easily managed administrator definable multilevel security for access to files, information, and evidence based on roles in workflow.
- 1.1.1.3. The solution should provide security methods for creating folders and strictly limiting access for authorized users to certain folders or data within a folder based on folder-level or individual file -level permissions.
- 1.1.1.4. The user-administrator can customize data entry fields and configure main dashboard.
- 1.1.1.5. User-administrator access must include Authorized User Access below.

1.1.2. Authorized User Access:

- 1.1.2.1. Must accommodate no less than **200** Court users at initial implementation, with the option to increase to more than 500 Court users in the future, all without performance loss, including without limitation:
 - a. Civil Court Clerks: 49
 - b. Civil Court Assistants: 30
 - c. Family Law Court Clerks: 23
 - d. Family Law Court Assistants: 23
 - e. Probate Court Clerks: 9
 - f. Probate Court Assistants: 5
 - g. Records & Exhibits Custodians: 8.
- 1.1.2.2. Scalable and flexible to allow for increasing the number of users with different permissions as authorized by user-administrators.



- 1.1.2.3. Judges and Clerks: For Juries, have ability to lock an exhibit or provide view-only access to a user. This includes the ability to select specific evidence and move it to allow a profile/user to only view selected evidence without the ability to modify any aspect of the evidence.
- 1.1.2.4. The system must provide the ability to set an expiration date on access to externally shared case files.
- 1.1.2.5. The system must have the option of a web browser - based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail.

1.1.3. Public Users:

- 1.1.3.1. Must accommodate no less than **78,000** public users at initial implementation, with the option to increase to more than 200,000 public users in the future, all without performance loss. The initial implementation of no less than 78,000 public users is based on the Court's estimate of at least two parties per case for the cases in 2019 as more fully described in section 1.3. below.

1.1.4. Security:

- 1.1.4.1. The database must be SSL encrypted and all transmissions to and from the database must be SSL encrypted.
- 1.1.4.2. The solution must allow all electronic evidence to be exported in an encrypted format for secure transmission.
- 1.1.4.3. All client data must be stored in a safe and secure environment and protected from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States.
- 1.1.4.4. Virus/malware check on uploaded documents.
- 1.1.4.5. Single Sign-On for Court user-administrators and authorized users.
- 1.1.4.6. The solution must have an audit trail that cannot be altered. The audit trail shall include tracking all persons (using login and password) who accessed the system/file and the actions performed (upload, print, view, etc.). All audit trail items, including any document submitted as evidence, must be time stamped with a system - generated time stamp provided as part of the solution.
- 1.1.4.7. The solution must use Secure Hash so the Court will know whether evidence originals have been modified.



- 1.1.4.8. The solution system is to be maintained using a minimum of 99% uptime and security including parallel, redundant, and multi-tiered network architecture.
- 1.1.4.9. The solution must be able to ensure rapid recovery and seamless uptime in case of hardware malfunction.

1.2. Functionality

1.2.1. Public Needs:

- 1.2.1.1. Evidence, regardless of format, whether printed/handwritten, photograph, video, audio recording, etc., can be uploaded.
- 1.2.1.2. Ability to upload regardless of file size.
- 1.2.1.3. Allows for uploading from multiple devices, including without limitation, SD cards, hard drives, optical disks, thumb drives, etc.
- 1.2.1.4. When uploading from any device, allows files to be selected files for upload with previews using a simple import process/wizard.
- 1.2.1.5. Drag-drop functionality for uploading multiple files (e.g. if Plaintiff has 150 exhibits to upload, can batch upload them through a drag/drop interface).
- 1.2.1.6. Filename validation.
- 1.2.1.7. Auto-numbering with unique identification for common reference.
- 1.2.1.8. Ability to e-serve/electronically notify parties of uploaded documents.
- 1.2.1.9. Uses an application to allow secure external access for viewing and downloading of evidentiary data on computers (Mac and PC) and mobile devices including smart phones and tablets (Android, Bada, iOS, Blackberry OS, and Windows OS).
- 1.2.1.10. Has a full screen viewing mode where multiple photos can be viewed easily from photo to photo or an entire PDF with scroll bars can be viewed with a window frame.
- 1.2.1.11. Can magnify any portion of a document or photo viewed.
- 1.2.1.12. Offers multiple print options, including but not limited to, printed output must offer options to print at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution, flexible automatic sizing features, and autorotation.

1.2.2. Court Needs:

- 1.2.2.1. The Court's needs include the Public Needs above in addition to those listed in this subsection.



- 1.2.2.2. Allows Court to specify upload filetype or that any filetype may be uploaded, whether doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png.
- 1.2.2.3. Requires upload by case number, case name, and party name.
- 1.2.2.4. Documents, typed or handwritten, are automatically OCR ready upon upload.
- 1.2.2.5. Metadata, including identification of uploader/date/time uploaded.
- 1.2.2.6. Retains uploaders email for use in exchanging exhibits.
- 1.2.2.7. Ability to send email alerts of new uploads or deletions.
- 1.2.2.8. Ability to email links, whether to the main landing page or to specific evidence, with expiration dates for the links.
- 1.2.2.9. The solution must be able to support RAW format files without converting the RAW files into another format.
- 1.2.2.10. Integrated preview/document viewer for common filetypes (e.g. doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png).
- 1.2.2.11. Has ability to acquire, process, authenticate, store, and playback digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF.
- 1.2.2.12. Evidentiary video files shall be stored with the associated players when applicable.
- 1.2.2.13. Ability to restrict viewing of evidence before it is admitted, reject or admit evidence submitted to the Court, and to delete rejected evidence.
- 1.2.2.14. Allows authorized users to seal and set deletion/retention parameters by case type and date, send alerts or flag evidence (admitted or denied) that is ready for deletion, and delete entire case with all evidence contents.
- 1.2.2.15. Ability to create digital evidence case jackets.
- 1.2.2.16. Ability to edit exhibits/files if incorrect.
- 1.2.2.17. Ability to segregate exhibits by case and party.
- 1.2.2.18. Ability to reorder and categorize documents uploaded into a case (for example into customized folders).
- 1.2.2.19. Has the built-in exhibit stamp functionality (so that documents can be marked electronically).
- 1.2.2.20. Ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment.
- 1.2.2.21. Ability to set exhibit status or case status (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.).
- 1.2.2.22. Allows multiple concurrent users to submit, receive, and update data, and view the same digital evidence simultaneously.



- 1.2.2.23. Ability to present, display, and share uploaded evidence from database without having to first export.
- 1.2.2.24. Ability to share video with audio in a MS Teams or WebEx meeting using screen share.
- 1.2.2.25. Must maintain/store original copy of evidentiary files but have the ability for authorized users to make a working copy for internal annotations/bookmarks/notes on exhibits, especially when a party submits multiple exhibits in a single file (both viewable to the court only, or to all parties).
- 1.2.2.26. Ability to create exhibit tags with different colors to differentiate between the Court, parties, exhibits, etc. for case specific evidence.
- 1.2.2.27. Ability to redact information and images on documents and videos submitted as evidence.
- 1.2.2.28. Ability to highlight and add key words, titles, notes, and bookmarks to digital evidence and to later index, search, and edit them.
- 1.2.2.29. Ability to search digital files by using tagged metadata fields.
- 1.2.2.30. Ability to export the entire contents of a case file, regardless of file type.
- 1.2.2.31. Ability to export selected exhibits or segregate them into a packet for download (e.g. make available a copy of all marked exhibits to counsel).
- 1.2.2.32. Allows the Court to acquire raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time.
- 1.2.2.33. Provides chain of custody reports.
- 1.2.2.34. Judges and Clerks can easily view/examine selected evidence (regardless of format, whether printed/handwritten, photograph, video, audio recording, etc.) in a separate window/screen that easily allows for the full display of the evidence on a screen.
- 1.2.2.35. Judges and Clerks can perform customized searches – can search and filter for select data elements (any data field or combo of fields), such as ability to easily locate exhibits in the system by various criteria, numerical or alphabetical order, party, exhibit status, status on a case (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.), exhibit name, key word, etc.
- 1.2.2.36. Judges and Clerks can create customized system generated reports or use uploaded document/report templates.
- 1.2.2.37. Judges and Clerks can customize appearance/format of exhibit list.
- 1.2.2.38. Judges and Clerks can print or save and export search results in PDF.



1.2.3. Dashboard

- 1.2.3.1. Displays a main dashboard that shows alerts, notifications, and calendar view.
- 1.2.3.2. Displays a dashboard per case that authorized users can configure using filters to view specific data elements within user specified date ranges.
 - a. Results are shown graphically on the dashboard.
 - b. Different case dashboards can be created for the same case based upon the role of the authorized user.
 - c. Different case dashboards can be viewed separately by different authorized users.

1.3. **System Data Exchange and Storage**

- 1.3.1. The solution must support migration/integration to/from multiple data exchanges, including third parties, as more fully described by functional area below:
 - a. Odyssey (Family and Juvenile)
 - b. Voyager Civil Case Management System (Civil, Small Claims, Probate/Conservatorship)
 - c. Vision Case Management System (Criminal/Traffic)
 - d. CAVE / DW (Court's Data Warehouse)
 - e. See also Justice Partner Public Agencies in 1.3.8.
- 1.3.2. All data must update automatically in real-time so that any searches do not need to be re-run.
- 1.3.3. All data must tie all to all case information, including closed cases.
- 1.3.4. Hosted on Microsoft Azure Government; web-based; IT requirement to have computers/devices to have modern internet browsers.
- 1.3.5. The solution application can be used both with the Court's MS Azure Blob Storage and with a SaaS cloud that is scalable and flexible to allow for increases in retained data. The solution needs to provide the Court the option to transfer from one storage type to another. Both storage types when used with the solution application must provide the Court control of the retention, storage, and disposal of records and exhibits.
- 1.3.6. SaaS solution that has storage for at least the following case types in 2019:
 - a. Small Claims Trials: 13,000
 - b. Civil and Probate Court Trials: 728
 - c. Civil and Probate Jury Trials: 184
 - d. Civil Unlawful Detainer Court Trials: 2,089
 - e. Civil Unlawful Detainer Jury Trials: 50
 - f. Civil Harassment OSC-Trials: 1,400
 - g. Family Evidentiary Hearings: 9,500
- 1.3.7. Has separate database instances for different case types.



1.3.8. Optional Feature: The solution should have the capability to support use by multiple justice partner public agencies and integration with their digital evidence management third party providers. Justice partner public agencies can include, without limitation:

- a. Orange County Office of the District Attorney
- b. Orange County Probation Case Management System.
- c. Orange County Public Defender
- d. Orange County Sheriff Jail Management System
- e. Santa Ana Police Department
- f. Other public agencies.

1.4. Customer Support

- 1.4.1. Support shall include technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract.
- 1.4.2. Provide administrator level and end-user level training.
- 1.4.3. Provide customer service support 24 hours per day, 7 days per week.

END OF ATTACHMENT A

ATTACHMENT A-1

Civil Case Exhibit Workflow

This narrative describes a case scenario workflow for the submittal, admittance and return of exhibits for a hearing. The attached flowchart gives a visual of each event based on this narrative.

PUBLIC PARTY (Plaintiff)

- A. Prior to start, hearing is set and plaintiff is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

[See Scope of Work: Authorized User Access: 1.1.2.1. – 1.1.2.2.
Security: 1.1.4.5.]

- B. Plaintiff uploads:

- 1 color photo
- 1 document containing at least 20 pages
- 3 documents containing at least 2 pages

[See Scope of Work:

| | |
|---------------|----------------------|
| Public Users: | 1.1.3.1. |
| Security: | 1.1.4.1. – 1.1.4.3. |
| Public Needs: | 1.2.1.1. – 1.2.1.12. |
| Court Needs: | 1.2.2.1. – 1.2.2.9.] |

PUBLIC PARTY (Defendant)

- A. Prior to start, hearing is set and defendant is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

[See Scope of Work: Authorized User Access: 1.1.2.1. – 1.1.2.2. Security: 1.1.4.5.]

- B. Defendant uploads:

- 1 color photo
- 1 document containing at least 20 pages
- 1 video

[See Scope of Work: Public Users: 1.1.3.1.
Security: 1.1.4.1. – 1.1.4.3.
Public Needs: 1.2.1.1. – 1.2.1.12.
Court Needs: 1.2.2.1. – 1.2.2.9.]



COURTROOM STAFF

A. Prior to hearing:

1. Once the court accepts possession of exhibits, the parties cannot edit/add exhibits.
2. The clerk prints a list of exhibits with numbers, descriptions/titles, party submitting and exhibit status submitted.

[See Scope of Work: Court Needs: 1.2.2.15. – 1.2.2.18.]

B. During hearing:

1. Courtroom Staff access Plaintiff's and Defendant's exhibits for display.
2. Courtroom Staff/Judge to:
 - a. Update exhibit status to "admitted into evidence" with date or to "marked for identification."
 - b. Display a multi-page document exhibit via large window (ex: via video conference software, or video presentation equipment) and play video exhibit via large window to others (ex: via video conference software, or video presentation equipment).
 - c. Conduct word search in Plaintiff's and Defendant's document exhibits, and highlight, note, etc.
 - d. Redact document, photo, and video exhibits.
 - e. Mark an exhibit as sealed for limited viewing access.
 - f. Update and print Exhibit List of certain exhibits statuses (print only exhibits admitted into evidence, etc.)
 - g. Sort Exhibit List on the screen by party name, exhibit status, etc.

[See Scope of Work: Security: 1.1.4.8 – 1.1.4.9.
Court Needs: 1.2.2.10. – 1.2.2.14.
1.2.2.19. – 1.2.2.38.
System Data Exchange and Storage: 1.3.2. – 1.3.3.]

C. Conclusion of hearing:

1. Share exhibits with status of received into evidence with jury – view only, no editing.
2. Retain some exhibits that are moved to an exhibit custodian role for tracking and access.
 - a. Release/return some exhibits with specific status while system is tracking activity.
 - b. Release/return exhibits with all statuses while system tracks the activity.
 - c. Delete exhibits that have been returned while system tracks the activity.

[See Scope of Work: Authorized User Access: 1.1.2.3. – 1.1.2.5.
Security: 1.1.4.6. – 1.1.4.7.
Court Needs: 1.2.2.33.]



EXHIBIT CUSTODIAN (Post Hearing)

- A. Provide view only access to certain exhibits; after viewing, party does not have access unless authorized.
- B. Destroy/delete exhibits while system tracks the activity.

[See Scope of Work: Authorized User Access: 1.1.2.3. – 1.1.2.5.
 Security: 1.1.4.6. – 1.1.4.7.
 Court Needs: 1.2.2.33.
 System Data Exchange and Storage: 1.3.4. – 1.3.7.]

OTHER INFORMATION

- A. Describe user-administrator access used for this workflow.

[See Scope of Work: User-Administrator Access: 1.1.1. – 1.1.1.5.]

- B. Describe dashboard capabilities used in this workflow.

[See Scope of Work: Dashboard: 1.2.3.1. – 1.2.3.2.]

- C. Describe system data exchange services that would be provided for this workflow.

[See Scope of Work: System Data Exchange and Storage: 1.3.1.]

- D. Describe customer services that would be available to maintain this workflow.

[See Scope of Work: Customer Support: 1.4.1. – 1.4.3.]

- E. Describe expandability/scalability options.

[See Scope of Work: Authorized User Access: 1.1.2.1. – 1.1.2.2.
 Public Users: 1.1.3.1.
 System Data Exchange and Storage 1.3.5.
 Optional Feature: 1.3.8.]

- F. Additional questions to address:

1. Does your solution offer closed captioning when playing videos for those that are hearing impaired or deaf?
2. Does your solution have the ability to grab a frame from a video and capture the image and save it? And blur children or others who are not a part of the case?

END OF ATTACHMENT A-1



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1. Access and Security | | | | | | |
| 1.1.1. User-Administrator Access | | | | | | |
| 1.1.1.1. User-administrators can set roles and permissions (e.g., access to view, edit, and ability to delegate access, etc.) specific to certain users. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.1.2.The solution should include easily managed administrator definable multilevel security for access to files, information, and evidence based on roles in workflow. | | | | | | |
| 1.1.1.3.The solution should provide security methods for creating folders and strictly limiting access for authorized users to certain folders or data within a folder based on folder-level or individual file -level permissions. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.1.4.The user-administrator can customize data entry fields and configure main dashboard. | | | | | | |
| 1.1.1.5.User-administrator access must include Authorized User Access below. | | | | | | |
| 1.1.2. Authorized User Access | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.2.1.Must accommodate no less than 200 separate Court users at initial implementation, with the option to increase to more than 500 Court users in the future, all without performance loss, including without limitation: a.Civil Court Clerks:49 b.Civil Court Assistants:30 c.Family Law Court Clerks:23 d.Family Law Court Assistants:23 e.Probate Court Clerks:9 f.Probate Court Assistants:5 g.Records & Exhibits Custodians:8. | | | | | | |
| 1.1.2.2.Scalable and flexible to allow for increasing the number of users with different permissions as authorized by user-administrators. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.2.3.Judges and Clerks: For Juries, have ability to lock an exhibit or provide view-only access to a user. This includes the ability to select specific evidence and move it to allow a profile/user to only view selected evidence without the ability to modify any aspect of the evidence. | | | | | | |
| 1.1.2.4.The system must provide the ability to set an expiration date on access to externally shared case files. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.2.5.The system must have the option of a web browser - based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail. | | | | | | |
| 1.1.3. Public Users | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.3.1. Must accommodate no less than 78,000 public users at initial implementation, with the option to increase to more than 200,000 public users in the future, all without performance loss. The initial implementation of no less than 78,000 public users is based on the Court's estimate of at least two parties per case for the cases in 2019 as more fully described in section 1.3. below. | | | | | | |
| 1.1.4. Security | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.1.The database must be SSL encrypted and all transmissions to and from the database must be SSL encrypted. | | | | | | |
| 1.1.4.2.The solution must allow all electronic evidence to be exported in an encrypted format for secure transmission. | | | | | | |
| 1.1.4.3.All client data must be stored in a safe and secure environment and protected from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.4.Virus/malware check on uploaded documents. | | | | | | |
| 1.1.4.5.Single Sign-On for Court user-administrators and authorized users. | | | | | | |
| 1.1.4.6.The solution must have an audit trail that cannot be altered. The audit trail shall include tracking all persons (using login and password) who accessed the system/file and the actions performed (upload, print, view, etc.). All audit trail items, including any document submitted as evidence, must be time stamped with a system - generated time stamp provided as part of the solution. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.7.The solution must use Secure Hash so the Court will know whether evidence originals have been modified. | | | | | | |
| 1.1.4.8.The solution system is to be maintained using a minimum of 99% uptime and security including parallel, redundant, and multi -tiered network architecture. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.9.The solution must be able to ensure rapid recovery and seamless uptime in case of hardware malfunction. | | | | | | |
| 1.2. Functionality | | | | | | |
| 1.2.1. Public Needs | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.1.Evidence, regardless of format, whether printed/handwritten, photograph, video, audio recording, etc., can be uploaded. | | | | | | |
| 1.2.1.2.Ability to upload regardless of file size. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.3.Allows for uploading from multiple devices, including without limitation, SD cards, hard drives, optical disks, thumb drives, etc. | | | | | | |
| 1.2.1.4.When uploading from any device, allows files to be selected files for upload with previews using a simple import process/wizard. | | | | | | |
| 1.2.1.5.Drag-drop functionality for uploading multiple files (e.g. if Plaintiff has 150 exhibits to upload, can batch upload them through a drag/drop interface). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|------------------------------|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.6.Filename validation. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.7.Auto-numbering with unique identification for common reference. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.8.Ability to e-serve/electronically notify parties of uploaded documents. | | | | | | |
| 1.2.1.9.Uses an application to allow secure external access for viewing and downloading of evidentiary data on computers (Mac and PC) and mobile devices including smart phones and tablets (Android, Bada, iOS, Blackberry OS, and Windows OS). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.10.Has a full screen viewing mode where multiple photos can be viewed easily from photo to photo or an entire PDF with scroll bars can be viewed with a window frame. | | | | | | |
| 1.2.1.11.Can magnify any portion of a document or photo viewed. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.12.Offers multiple print options, including but not limited to, printed output must offer options to print at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution, flexible automatic sizing features, and autorotation. | | | | | | |
| 1.2.2. Court Needs | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.1.The Court's needs include the Public Needs above in addition to those listed in this subsection. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.2.Allows Court to specify upload filetype or that any filetype may be uploaded, whether doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.3.Requires upload by case number, case name, and party name. | | | | | | |
| 1.2.2.4.Documents, typed or handwritten, are automatically OCR ready upon upload. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.5.Metadata, including identification of uploader/date/time uploaded. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.6.Retains uploaders email for use in exchanging exhibits. | | | | | | |
| 1.2.2.7.Ability to send email alerts of new uploads or deletions. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.8.Ability to email links, whether to the main landing page or to specific evidence, with expiration dates for the links. | | | | | | |
| 1.2.2.9.The solution must be able to support RAW format files without converting the RAW files into another format. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.10.Integrated preview/document viewer for common filetypes (e.g. doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png). | | | | | | |
| 1.2.2.11.Has ability to acquire, process, authenticate, store, and playback digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.12.Evidentiary video files shall be stored with the associated players when applicable. | | | | | | |
| 1.2.2.13.Ability to restrict viewing of evidence before it is admitted, reject or admit evidence submitted to the Court, and to delete rejected evidence. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.14.Allows authorized users to seal and set deletion/retention parameters by case type and date, send alerts or flag evidence (admitted or denied) that is ready for deletion, and delete entire case with all evidence contents. | | | | | | |
| 1.2.2.15.Ability to create digital evidence case jackets. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.16.Ability to edit exhibits/files if incorrect. | | | | | | |
| 1.2.2.17.Ability to segregate exhibits by case and party. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.18.Ability to reorder and categorize documents uploaded into a case (for example into customized folders). | | | | | | |
| 1.2.2.19.Has the built-in exhibit stamp functionality (so that documents can be marked electronically). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.20.Ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment. | | | | | | |
| 1.2.2.21.Ability to set exhibit status or case status (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.). | | | | | | |
| 1.2.2.22.Allows multiple concurrent users to submit, receive, and update data, and view the same digital evidence simultaneously. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.23.Ability to present, display, and share uploaded evidence from database without having to first export. | | | | | | |
| 1.2.2.24.Ability to share video with audio in a MS Teams or WebEx meeting using screen share. | | | | | | |
| 1.2.2.25.Must maintain/store original copy of evidentiary files but have the ability for authorized users to make a working copy for internal annotations/bookmarks/notes on exhibits, especially when a party submits multiple exhibits in a single file (both viewable to the court only, or to all parties). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.26.Ability to create exhibit tags with different colors to differentiate between the Court, parties, exhibits, etc. for case specific evidence. | | | | | | |
| 1.2.2.27.Ability to redact information and images on documents and videos submitted as evidence. | | | | | | |
| 1.2.2.28.Ability to highlight and add key words, titles, notes, and bookmarks to digital evidence and to later index, search, and edit them. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.29.Ability to search digital files by using tagged metadata fields. | | | | | | |
| 1.2.2.30.Ability to export the entire contents of a case file, regardless of file type. | | | | | | |
| 1.2.2.31.Ability to export selected exhibits or segregate them into a packet for download (e.g. make available a copy of all marked exhibits to counsel). | | | | | | |
| 1.2.2.32.Allows the Court to acquire raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.33.Provides chain of custody reports. | | | | | | |
| 1.2.2.34.Judges and Clerks can easily view/examine selected evidence (regardless of format, whether printed/handwritten, photograph, video, audio recording, etc.) in a separate window/screen that easily allows for the full display of the evidence on a screen. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.35. Judges and Clerks can perform customized searches – can search and filter for select data elements (any data field or combo of fields), such as ability to easily locate exhibits in the system by various criteria, numerical or alphabetical order, party, exhibit status, status on a case (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.), exhibit name, key word, etc. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.36.Judges and Clerks can create customized system generated reports or use uploaded document/report templates. | | | | | | |
| 1.2.2.37.Judges and Clerks can customize appearance/format of exhibit list. | | | | | | |
| 1.2.2.38.Judges and Clerks can print or save and export search results in PDF. | | | | | | |
| 1.2.3. Dashboard | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.3.1. Displays a main dashboard that shows alerts, notifications, and calendar view. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.3.2. Displays a dashboard per case that authorized users can configure using filters to view specific data elements within user specified date ranges. a. Results are shown graphically on the dashboard. b. Different case dashboards can be created for the same case based upon the role of the authorized user. c. Different case dashboards can be viewed separately by different authorized users. | | | | | | |
| 1.3. System Data Exchange and Storage | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.1.The solution must support migration/integration to/from multiple data exchanges, including third parties, as more fully described by functional area below: a.Odyssey (Family and Juvenile) b.Voyager Civil Case Management System (Civil, Small Claims, Probate/Conservatorship) c.Vision Case Management System (Criminal/Traffic) d.CAVE / DW (Court's Data Warehouse) e.See also Justice Partner Public Agencies in 1.3.8. | | | | | | |
| 1.3.2.All data must update automatically in real-time so that any searches do not need to be re-run. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.3.All data must tie all to all case information, including closed cases. | | | | | | |
| 1.3.4.Hosted on Microsoft Azure Government; web-based; IT requirement to have computers/devices to have modern internet browsers. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.5.The solution application can be used both with the Court's MS Azure Blob Storage and with a SaaS solution cloud that is scalable and flexible to allow for increases in retained data. The solution needs to provide the Court the option to transfer from one storage type to another. Both storage types when used with the solution application must provide the Court control of the retention, storage, and disposal of records and exhibits. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.6.SaaS solution that has storage for at least the following case types in 2019: a.Small Claims Trials:13,000 b.Civil and Probate Court Trials:728 c.Civil and Probate Jury Trials:184 d.Civil Unlawful Detainer Court Trials:2,089 e.Civil Unlawful Detainer Jury Trials:50 f.Civil Harassment OSC- Trials:1,400 g.Family Evidentiary Hearings:9,500. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.7.Has separate database instances for different case types. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.8.Optional Feature: The solution should have the capability to support use by multiple justice partner public agencies and integration with their digital evidence management third party providers. Justice partner public agencies can include, without limitation: a.Orange County Office of the District Attorney b.Orange County Probation Case Management System. c.Orange County Public Defender d.Orange County Sheriff Jail Management System e.Santa Ana Police Department f.Other public agencies. | | | | | | |
| 1.4. Customer Support | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.4.1.Support shall include technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract. | | | | | | |
| 1.4.2.Provide administrator level and end-user level training. | | | | | | |



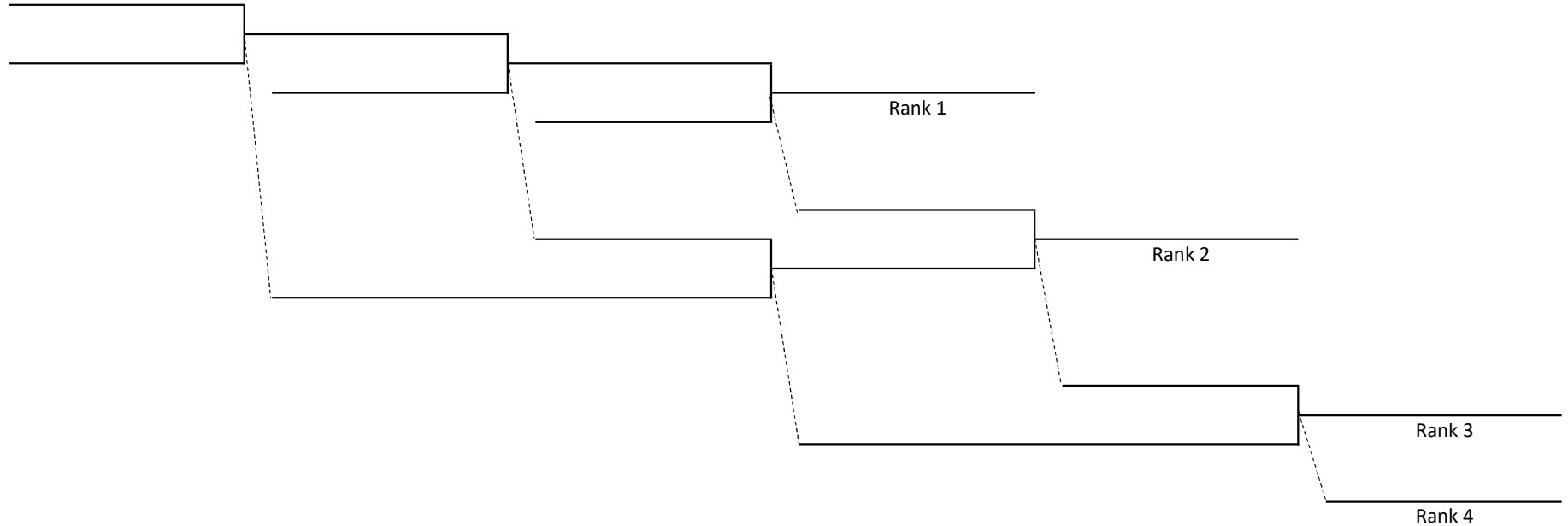
ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.4.3. Provide customer service support 24 hours per day, 7 days per week. | | | | | | |

ATTACHMENT C-1 RFP TECHNICAL QUALIFICATIONS RANKING & SCORESHEET

RFP #__



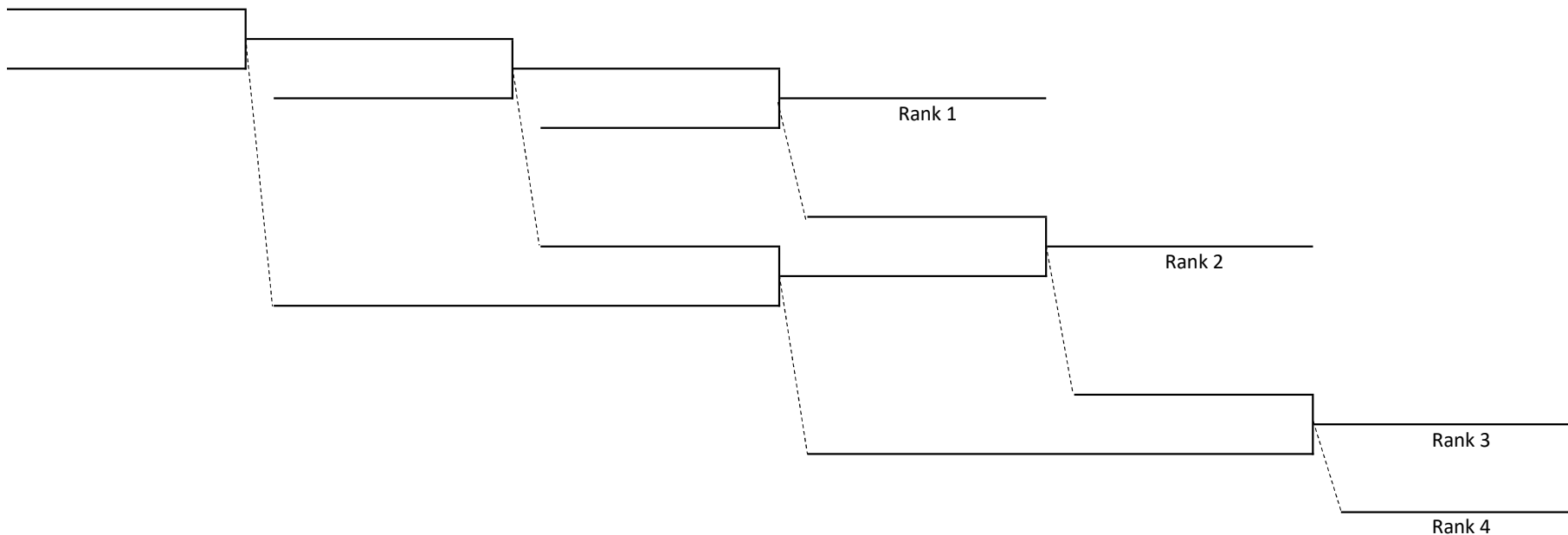
Procurement shall increase or decrease the number of brackets based upon the actual number of duly submitted RFP responses. Procurement shall place Proposer names randomly in the highlighted spaces in the top bracket and then disseminate to evaluators. Each evaluator shall independently rank Proposers by completing one Scoresheet. A Proposer who fails to advance through the top bracket at any time will have at least a second opportunity to advance to a ranked position in a lower bracket on the Scoresheet. Proposers shall receive the points prescribed for their rank on this Scoresheet. The final ranking of all Proposers shall be determined based on the cumulative total of points scored per Proposer on all Scoresheets. The Court may, in its sole discretion, select up to four of the highest ranked Proposers to interview and/or provide presentations to the RFP Evaluation Committee.

Rank 1 = 50 Points
 Rank 2 = 40 Points
 Rank 3 = 30 Points
 Rank 4 = 20 Points

ATTACHMENT C-2

RFP PRESENTATIONS RANKING & SCORESHEET

RFP #__



Each evaluator shall independently rank Proposers by completing one Scoresheet. A Proposer who fails to advance through the top bracket at any time will have at least a second opportunity to advance to a ranked position in a lower bracket on the Scoresheet. Proposers shall receive the points prescribed for their rank on this Scoresheet. The final ranking of all Proposers shall be determined based on the cumulative total of points scored per Proposer on all Scoresheets.

Rank 1 = 50 Points
 Rank 2 = 40 Points
 Rank 3 = 30 Points
 Rank 4 = 20 Points



ATTACHMENT D-1
GENERAL CERTIFICATIONS

If agreed, complete and sign this Certification. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment. Neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer and that Proposer accepts the above clauses. This Certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____
(Date Executed)



ATTACHMENT D-2
DARFUR CONTRACTING ACT CERTIFICATION

To submit a proposal to the Court, the Proposer must select **ONLY ONE** of the following three paragraphs by checking the corresponding box **and** completing and signing this Certification.

- ☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

- ☐ 2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in PCC 10476.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer. This Certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____
(Date Executed)



ATTACHMENT D-3
UNRUH CIVIL RIGHTS ACT AND
CALIFORNIA FAIR EMPLOYMENT & HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____
(Date Executed)



ATTACHMENT D-4
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- ☐ 2. We have received written permission from the JBE to submit a bid or proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid/proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

PROPOSER:

(Company Name)

(Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____ .
(Date Executed)



ATTACHMENT D-5
SMALL BUSINESS DECLARATION

Complete this form only if the Proposer will claim the small business preference associated with this solicitation. Please review the "Small Business Declaration Instructions" before completing this form. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

If the Proposer is not a Small Business, skip this section.

1. DGS Supplier ID number: _____
2. Small Business Certification active from _____ to _____
3. Will the Proposer subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work the Proposer will subcontract: _____

B. Describe the goods and/or services to be provided by the Proposer itself in connection with the contract: _____

C. Explain how the Proposer is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") _____

4. The Proposer must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF THE PROPOSER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Proposer is not an NVSA, skip this section.

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. The Proposer must submit a copy of its NVSA certification approval letter along with this declaration.



SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind the Proposer to this certification. This certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

(Street Address, City, State & Zip Code) (Telephone Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____ .
(Date Executed)



SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services, and (ii) “Small Business” refers to an entity certified by DGS as a small business or a microbusiness.

If the Proposer will claim the small business preference in a solicitation where a small business preference is offered, it must complete the Small Business Declaration. If no small business preference is offered, or the Proposer does not claim the small business preference, the Proposer should not complete the Small Business Declaration.

The JBE will determine whether the Proposer is eligible to receive the small business preference based on information provided in the Small Business Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if the Proposer is not itself a Small Business.

1. Provide the Proposer’s DGS Supplier ID number. This number is in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If the Proposer will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If the Proposer will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.

Subpart A: This percentage is equal to the amount to be paid by the Proposer to all subcontractors divided by the Proposer’s total proposal price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by the Proposer to subcontractors is \$35,000 and the Proposer’s total proposal price is \$125,000, enter “28%” ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).

Subpart B: Provide a detailed description of the goods and/or services the Proposer itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.

Subpart C: Provide an explanation of how the Proposer’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a “commercially useful function” if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are



passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.

4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter from DGS. The Proposer must submit a copy of its Small Business certification approval letter.

Instructions for Section II

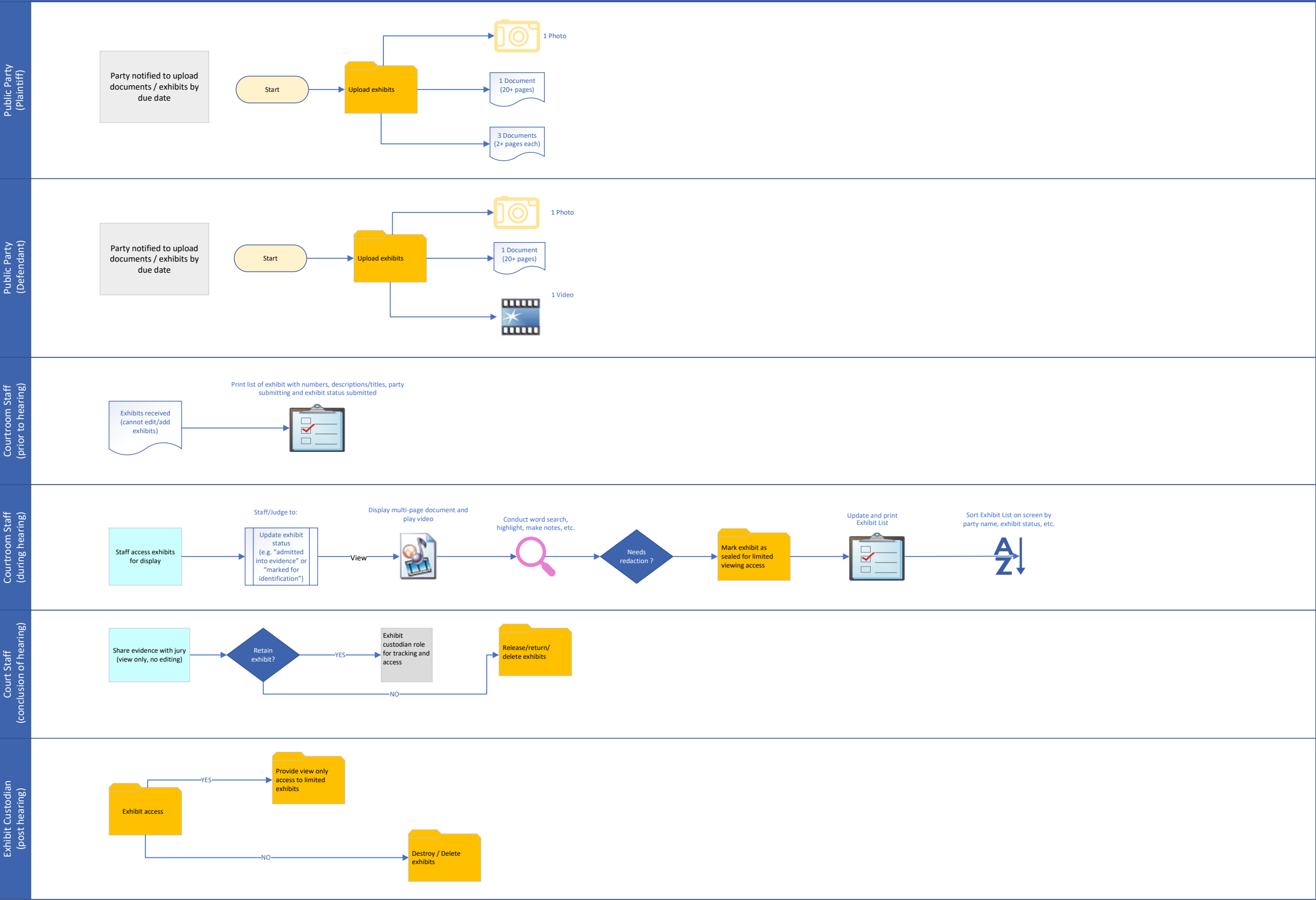
Skip this section if the Proposer is not an NVSA.

1. Provide the Proposer's DGS Supplier ID number. This number is in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. Each entity certified as an NVSA by DGS will have received a certification approval letter. The Proposer must submit a copy of its certification approval letter.

Instructions for Section III

Provide the Proposer's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Proposer representative in the box labeled "*By (Authorized Signature)*." Provide the name and title of the authorized Proposer representative, and the date, county, and state where that person signed the certification, in the appropriate boxes.

Orange County Superior Court Digital Evidence (DE): Civil Case Exhibit Workflow





REQUEST FOR PROPOSALS # RFP Title

RFP ANNOUNCEMENT Released date

Subject to conditions prescribed by the Superior Court of California, County of _____ (“Judicial Branch Entity” or “JBE” or “Court”), the Court invites proposals from qualified Proposers with the expertise to provide a digital evidence solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for Small Claims, Civil, Family Law, Juvenile, Probate, Records & Exhibits, and Criminal/Traffic case type functions as specified in the Scope of Work attached as Attachment A to the RFP Instructions.

The Court intends to award 1 contract with an initial term of **3 years** with **2 one-year** renewals.

Proposers may attend an **optional Pre-Proposal Meeting** starting at **Time PST**, on **Date**, at **Link/Location Information** where the Court will answer questions and discuss information related to this RFP. The Court encourages prospective Proposers to attend. The Court will not offer any opportunity to attend in person. Follow these instructions to call and participate in the optional Pre-Proposal Meeting:

Dial:

Enter the Conference Access Code:

Technical Qualifications must be received before the Technical Qualifications Deadline of **Time PST**, on **Date**, and will be received only electronically as an attachment at **Link/Location Information**. Based on the Court’s evaluation of the Technical Qualifications, the Court will invite selected proposers to submit Price Proposals by the Price Proposal Deadline specified in the RFP Instructions. Additional details regarding the Technical Qualifications submission requirements, eligibility to submit a Price Proposal, and the Price Proposal submission requirements are specified in the RFP Instructions available at the same link.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF

Name

Email

Telephone

Release/Publication Date:



RFP INSTRUCTIONS

1. IMPORTANT NOTICES

1.1. The Superior Court of California, County of _____ (“Court” or “Judicial Branch Entity” or “JBE”) **has** made available on the website provided on the RFP Announcement or **Link/Location Information**, referred to individually and collectively, as “Biddingo,” **this RFP, and all addenda, if any**. Proposers may register to use Biddingo at **Link/Location Information**. Proposers should regularly access and monitor Biddingo for any/all information related to this RFP.

1.2. **All contact with Court during this RFP must be in writing, via e-mail or through Biddingo to the following contacts:**

| Primary Contact | Secondary Contact |
|-----------------|-------------------|
| | |

Proposers are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the proposer’s Technical Qualifications and Price Proposal.

1.3. If a proposer needs assistance or encounters any problems in submitting its Technical Qualifications electronically, please contact Biddingo via email: info@biddingo.com or via telephone: (323) 206-4114, or the Court’s Primary or Secondary Contact named in 1.2.

1.4. Additional policies governing this solicitation are available on the Court’s website at: **Link/Location Information**.

2.0 RFP SCHEDULE

2.1. The Court has developed the following list of events as a general timeline. All deadlines are subject to change at the Court’s discretion. The final dates and times will be posted in Biddingo.

| | |
|---|----------------------------------|
| RFP Released | 09/11/2020 |
| Optional Pre-Proposal Meeting | See RFP Announcement. |
| Deadline for Questions | 09/22/2020 |
| Questions and Answers Posted | 09/24/2020 |
| Technical Qualifications Deadline | See RFP Announcement. |
| Technical Qualifications Evaluation | 10/02 – 10/07/2020 |
| Evaluation Meeting –Presentation Selection | 10/15/2020 |
| Notice of Selection for Presentation | 10/23/2020 |
| Estimated Dates for Presentations | Week of 11/16/2020 |
| Price Proposal Deadline | See RFP Instructions 4.3. |
| Evaluation Meeting – Proof of Concept Selection | 11/2020 |
| Proof of Concept | 12/2020 |
| Evaluation Meeting – Contract Award Selection | 05/2021 |
| Notice of Intent to Award | 06/2021 |
| Contract Execution | 07/2021 |
| Contract Start Date | 07/2021 |



| | |
|-------------------|---------|
| Contract End Date | 06/2024 |
|-------------------|---------|

3.0 DEFINITIONS

- 3.1. Except as otherwise specifically provided, definitions set forth in the Attachment E, Model Contract, are applicable to all RFP Documents.
- 3.2. The term “Addenda” means written or graphic instruments issued by the Court prior to the Price Proposal Deadline which modify or interpret the RFP Documents by additions, deletions, clarifications, or corrections.
- 3.2.1. The Court may modify or interpret this RFP before the Price Proposal Deadline by posting an addendum on Biddingo. Clarifications, interpretations, corrections, and changes to the RFP Documents made in any other manner shall not be binding and Proposers shall not rely upon them.
- 3.2.2. Addenda withdrawing the RFP or postponing the Technical Qualifications Deadline or the Price Proposal Deadline may be issued any time prior to the applicable deadline.
- 3.2.3. Each proposer shall be responsible for ascertaining, prior to submitting a Technical Qualifications or Price Proposal, that it has received all issued Addenda.
- 3.2.4. Proposers shall be responsible for knowledge of all items and conditions contained in their Technical Qualifications and Price Proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda.
- 3.2.5. Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the Price Proposal to include all addenda issued in any resulting contract.
- 3.3. The term “Price Proposal Deadline” means the date and time before which Price Proposals must be received, as designated in the RFP Instructions and which may be revised by Addenda.
- 3.4. The term “Proposer” or “proposer” means a person or company that submits Technical Qualifications and/or Price Proposal.
- 3.5. The term “Request for Proposals” or “RFP” or “RFP Documents” means the RFP Announcement and RFP Instructions including its attachments, associated documents, and all Addenda thereto, prepared and issued for the sole purpose of obtaining Technical Qualifications and Price Proposals per the RFP. The attachments to the RFP Instructions include:
- Attachment A, Scope of Work
 - Attachment A-1, Civil Case Exhibit Workflow
 - Attachment B, Technical Qualifications
 - Attachment C-1, RFP Technical Qualifications Ranking & Scoresheet
 - Attachment C-2, RFP Presentations Ranking & Scoresheet
 - Attachment D-1, General Certifications
 - Attachment D-2, Darfur Contracting Act Certification
 - Attachment D-3, Unruh Civil Rights Act and California Fair Employment & Housing Act Certification
 - Attachment D-4, Iran Contracting Act Certification
 - Attachment D-5, Small Business Declaration
 - Attachment E, Model Contract
 - All Addenda
- 3.6. The term “Technical Qualifications Deadline” means the date and time before which Technical Qualifications must be received, as designated in the RFP Instructions and which may be revised by Addenda.



- 3.7. "You" or "Yours" as used herein refers to the prospective proposer's company and any of its owners, officers, principals, and qualifying individuals.

4.0 SUBMISSION REQUIREMENTS

4.1. General

- 4.1.1. This RFP includes three (3) phases. The first phase is an evaluation of Technical Qualifications. The Court will select proposers to advance to the second phase. The second phase includes a best value evaluation based on a proposer's Presentation and Price Proposal. The third phase includes a proof of concept ("POC").
- 4.1.2. Each proposer assumes all responsibility and risk for the Court's timely receipt of its Technical Qualifications and Price Proposals. Each proposer is solely responsible for ensuring that its complete Technical Qualifications and Price Proposal, if eligible, are duly submitted as required by the Court before the applicable deadline fixed for submission of each. The Court will not accept late Technical Qualifications or Price Proposals.

4.2. Technical Qualifications

- 4.2.1. Each proposer must submit its Technical Qualifications with the contents below in the following order before the Technical Qualifications Deadline:
- 4.2.1.1. A **letter of introduction** that includes:
- .1 Proposer's legal name, business form (e.g., corporation, partnership, sole proprietorship), legal address, and company tax identification number.
 - .2 Name and contact information (telephone numbers, office addresses, and email addresses) of the person(s) who will have primary responsibility for providing services.
- 4.2.1.2. An **executive summary** that includes:
- .1 A brief business profile with the types of services offered, types of clients served, location of offices, and number of employees.
 - .2 Information that shows proposer has regularly and continuously engaged in the business of providing temporary staffing services for at least the last five (5) years.
 - .3 Information that shows proposer has the ability to access and provide a diverse pool of qualified temporary employees.
 - .4 Information that shows proposer has sufficient staff and resources to satisfy the temporary staffing needs of the Court.
 - .5 An **organization chart** with resumes of proposer's team if awarded the Contract.
- 4.2.1.3. A **list of references**, preferably of public agencies, with contact information (names, titles, telephone numbers, and email addresses) for those knowledgeable about your services, dates of service, and service scope.
- 4.2.1.4. A completed **Attachment B, Technical Qualifications**, that, for each item number on the form, includes the proposer's response narrative in the space provided that shows whether the proposer has the existing capability, will have the future capability, or can provide customized development for the Scope of Work line item. A proposer's response narrative should reference specific engagements (preferably with public



agencies) and tie to the experience of its proposed team so that the proposer's Attachment B clearly cross-references the other components of its Technical Qualifications submittal. If additional space is needed, a proposer may provide its response narrative on a separately attached sheet properly referenced to the applicable line item.

4.3. Presentations and Price Proposals

4.3.1. Proposers selected for the second phase of this RFP will be notified in writing of the date, time, place or remote presentation method, and format requirements. Each selected proposer must complete presentation and submit a Price Proposal before the Price Proposal Deadline.

4.3.2. **Presentations:** Each selected proposer will be required to:

- 4.3.2.1. Demonstrate how its solution would apply to Attachment A-1, Civil Case Exhibit Workflow;
- 4.3.2.2. Explain its work plan for providing a proof of concept using the Civil Case Exhibit Workflow as a basis;
- 4.3.2.3. Explain its work plan for providing the Court with a digital evidence case management solution per the Scope of Work:
 - .1 Describe how it will execute its work plan to meet the Court's needs and requirements;
 - .2 Demonstrate a clear understanding of the Scope of Work requirements and any challenges or risks;
 - .3 Include items such as key personnel, mitigation measures or approaches to challenges or risks, available customer service, timetables, deliverables, and communication methods, as applicable; and
 - .4 Describe how it will transition to a contract and complete its implementation of the Court's digital evidence case management solution.

4.3.3. **Price Proposal Deadline:** Price Proposals shall be submitted via email to _____, with a copy to _____, by no later than time **PST on** date for full consideration. Each selected proposer's Price Proposal must include a fee for Basic Services, fees for Additional Services if any, Certifications, and any proposed exceptions or changes to the Court's Model Contract in Attachment E. All contents of proposer's Price Proposal will be valid for a minimum of _____ days from the Price Proposal Deadline.

4.3.3.1. **Basic Services.** Each proposer must submit its Basic Services Fee in a Microsoft Excel Workbook (.xlsx) file.

- .1 Specify whether a fixed fee or not-to-exceed fee is proposed. If a **fixed fee** is proposed, provide a fee breakdown itemized by service/deliverable or milestone with a proposed schedule. All reimbursable expenses shall be included in the proposed fee. If a **not-to-exceed fee** is proposed, include the rates and the staffing plan used to calculate the fee and how the fee was calculated. Include services/deliverables and schedule. All reimbursable expenses shall be included in the rates used to calculate the proposed fee.
- .2 Unless expressly stated otherwise, the proposed fee is deemed to cover all Basic Services. Basic Services includes all price proposal items to provide the Court with a digital evidence case management solution per Attachment A, Scope of Work, except for the Optional Features under 1.3.8 thereof which are Additional



Services. Basic services shall include all initial/one-time and recurring costs, sales tax, shipping, and handling if applicable, reimbursable expenses (i.e., travel, postage and shipping, printing, and miscellaneous expenses). Include descriptions for initial/one-time and recurring costs, such as software license or subscription; maintenance and support; third-party products, software or services; storage; and professional services by type (e.g., project management, design, system integration, system implementation, testing, training, production, documentation, etc.).

- .3 Include a copy of any and all applicable Service Level Agreements (SLAs) and End User License Agreements (EULAs) in Word Document (.docx) files.
- .4 Include an explanation of how future rate increases will be minimized and capped and how proposer will notify the Court of price increases/decreases.

4.3.3.2. **Additional Services.** Additional Services are any exclusions or other services beyond or not included under Basic Services. Proposer shall provide an hourly rate per position (e.g., project manager, senior architect, etc.) or fee schedule and discount information with effective dates for any Additional Services, such as if the Court decides to add additional options in the future. Proposer shall specify any scalable options or expansion options as Additional Services. Include an explanation of how future rate increases will be minimized and capped and how proposer will notify the Court of price increases/decreases.

4.3.3.3. **Certifications.** All completed and signed Court form Certifications in PDF:
Attachment D-1, General Certifications
Attachment D-2, Darfur Contracting Act Certification
Attachment D-3, Unruh Civil Rights Act and California Fair Employment & Housing Act Certification
Attachment D-4, Iran Contracting Act Certification
Attachment D-5, Small Business Declaration (Optional)

- .1 Refer to each form for instructions and submission requirements for that form.
- .2 This RFP is eligible for the "Small Business" or "Microbusiness" incentive. Proposers must be certified as a "small business" or "microbusiness" by the California Department of General Services. Proposers must indicate if they are eligible for this incentive in their Price Proposal by submitting Attachment D-5, Small Business Declaration.

4.3.3.4. **Court's Model Contract in Attachment E.** Any proposed exceptions or changes to the Court's Model Contract in Attachment E, including any of the exhibits thereto, for the Court's consideration by returning a redlined Word Document (.docx) of the Model Contract. If a proposer does not submit the Court's Model Contract with redlined exceptions or changes with its price proposal, the Court shall deem that the proposer accepts the Court's Model Contract without exception.

4.3.3.5. A proposer's Price Proposal and all the above Court Certification forms shall be completed legibly.

4.3.3.6. Proposer shall make no stipulations on the Court's Certification forms nor qualify them in any way. Failure to comply with the requirement of this paragraph will result in the Price Proposal being rejected as nonresponsive.

4.3.3.7. Except for Attachment D-5, all of the above Court forms must be submitted to together with the proposer's Price Proposal. All portions of the submitted Court forms must be completed and must be signed and dated by a person or persons legally authorized to



bind Proposer to a contract. Failure to comply with the requirements of this paragraph will result in the Price Proposal being rejected as nonresponsive.

4.4. Public Agency Clause ("Piggybacking")

Included in Attachment E, Model Contract.

4.5. Withdrawal and Resubmission/Modification

4.5.1. Prior to the applicable deadline, a submitted Statement of Qualifications or Price Proposal may be modified or withdrawn by notice to the Court's Primary or Secondary Contact for this RFP. Such notice shall be in writing signed by Proposer and, in order to be effective, must be received via email on or before the applicable deadline.

4.5.2. A withdrawn Statement of Qualifications or Price Proposal may be resubmitted on or before the applicable Deadline, provided that it then fully complies with the RFP requirements.

4.6. California Rules of Court, Rule 10.500 – Public Access to Judicial Administrative Records

All materials submitted in response to this RFP will become the property of the State of California and shall become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500. Records created as part of Court's Proposal and selection process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a Statement of Qualifications or Price Proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Court does not consider such material exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a Proposer is unsure if the information contained in its Statement of Qualifications or Price Proposal is confidential and/or proprietary, then it should not include the information in the applicable submittal.

4.7. Proposers is be responsible for all of its costs incurred related to responding to this RFP.

5.0 EVALUATION AND SELECTION PROCESS

5.1. General

5.1.1. A committee consisting of Court staff ("Evaluation Committee") will comprehensively and impartially evaluate all Technical Qualifications, presentations, Price Proposals, and POC(s). The name, units, or experience of the individual members will not be made available to any proposer.

5.1.2. Responsive Technical Qualifications and Price Proposals will conform to the Court's RFP requirements with complete, straightforward information clearly and concisely.

5.1.3. To be considered for evaluation in any phase, Proposers must meet the following minimum requirements:

5.1.3.1. Proposers must be responsive per this RFP.

5.1.3.2. Proposers must meet all Certification requirements per this RFP.

5.1.3.3. Proposers must hold any/all required licenses and permits to conduct business in State of California, County of _____, and if a Corporation, must be in good standing with the State of California.

5.1.4. The Court has the right to reject any Technical Qualifications or Price Proposal not accompanied by any item required by the RFP Documents, or that is in any other way incomplete or irregular.

5.1.5. The Court has the right, but is not required, to waive nonmaterial irregularities in a Technical Qualifications or Price Proposal.



- 5.1.6. The Court has the right, in its sole discretion, to reject any Price Proposal whose price is outside the competitive range.
- 5.1.7. The Court has the right to determine the highest evaluated Proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

5.2. Technical Qualifications Evaluation

- 5.2.1. The Court's Evaluation Committee will evaluate the Technical Qualifications using the Attachment B, Technical Qualifications, submitted by each proposer, and will rank each responsive Proposer using Attachment C-1, RFP Technical Qualifications Ranking and Scoresheet.
- 5.2.2. Technical Qualifications must be submitted on the Court's form Attachment B. Any Technical Qualifications not submitted on the Court's form shall be rejected as nonresponsive.
- 5.2.3. Proposers shall demonstrate experience in successfully providing or having the capability to provide the same or substantially similar services as described in Attachment A, Scope of Work.
- 5.2.4. The Court, in its sole discretion, may select the enter number highest ranking Proposers to advance to the second phase of this RFP for a presentation and to submit a Price Proposal.

5.3. Presentation and Price Proposal Evaluation

- 5.3.1. The Evaluation Committee will use Attachment C-2, RFP Presentations Ranking and Scoresheet to rank each proposer based on its presentation. Proposers shall receive cumulative points based upon the Ranking & Scoresheets completed by each Evaluation Committee member.
- 5.3.2. The cumulative total of points scored from all Scoresheets for each proposer shall be divided into the proposer's **Price Proposal Total** (based on an initial term of 3 years with 2 one-year renewals) to determine the cost per point. The lowest cost per point shall be the best value. (See examples below.) The proposer or proposers who offer the best value(s) to the Court shall be selected to advance to provide a POC. The Court reserves the right, in its sole discretion, to select more than one proposer to provide a POC.

Price Proposal Total ÷ Score = Cost per Point

Example 1: A has proposed the lowest cost per point

| Proposer | Price Proposal Total | Score | Cost per Point |
|----------|----------------------|-------|----------------|
| A | \$ 80,000 | 170 | \$ 471 |
| B | \$ 90,000 | 180 | \$ 500 |

Example 2: B has proposed the lowest cost per point

| Proposer | Price Proposal Total | Score | Cost per Point |
|----------|----------------------|-------|----------------|
| A | \$ 90,000 | 170 | \$ 529 |
| B | \$ 100,000 | 190 | \$ 526 |

- 5.3.3. The Court has the right per Section 5.5. below to request and/or require additional information from any/all proposers to complete an equitable line-by-line evaluation of the Price Proposals received.

5.4. Proof of Concept (POC) Requirements and Evaluation



- 5.4.1. The proposer or proposers selected to provide a POC for the third phase of the RFP will be notified in writing of the duration and specific proof of concept requirements.
- 5.4.2. Proposer(s) must sign Exhibit A-2.1: Confidentiality and Non-Disclosure Agreement, a copy of which is attached to the Court's Model Contract, before commencing work with the Court on the POC.
- 5.4.3. Proposer(s) and the Court shall dedicate resources to the POC(s) to satisfy their respective general performance obligations below.
- 5.4.4. The Court's general performance obligations for the POC include:
 - 5.4.4.1. Court resources shall be assigned as needed;
 - 5.4.4.2. Court shall provide access to, and make available, key personnel as necessary;
 - 5.4.4.3. Court shall provide complete, accurate and current information, to the extent available, to Proposer(s) within a reasonable time;
 - 5.4.4.4. Court shall review submitted documents and provide feedback within a reasonable time to allow the Proposer(s) to meet the POC schedule;
 - 5.4.4.5. Court shall furnish a dedicated workspace and access to equipment and facilities the Court determines are necessary for the Proposer(s) to meet the POC objectives and schedule;
 - 5.4.4.6. Court shall participate in regularly scheduled status review meetings to determine progress with the plan and identify issues that need immediate resolution. For critical issues, a response shall be provided within one business day unless otherwise agreed. For other issues, a response shall be provided within two business days unless otherwise agreed.
- 5.4.5. Proposer(s) general performance obligations for the proof of concept include:
 - 5.4.5.1. Proposer(s) shall rely on all decisions and approvals by the Court in connection with the POC and services;
 - 5.4.5.2. Proposer(s) shall provide deliverables to the Court to allow the Court a reasonable time to complete its review;
 - 5.4.5.3. Proposer(s) shall review all deliverables returned by the Court and shall address Court's comments to such deliverables within a reasonable time;
 - 5.4.5.4. Proposer(s) shall participate in regularly scheduled status review meetings to determine progress with the plan and identify issues that need immediate resolution. For critical issues, a response shall be provided within one business day unless otherwise agreed. For other issues, a response shall be provided within two business days unless otherwise agreed.
- 5.4.6. **Single POC.** The Court has the right, in its sole discretion, to recommend contract negotiations and contract award to one selected proposer who successfully completes its proof of concept and offers the best value to the Court.
- 5.4.7. **Multiple POCs.** If multiple POCs were completed, then at the conclusion of the POCs:
 - 5.4.7.1. Each Evaluation Committee member shall re-evaluate his/her Attachment C-2, RFP Presentations Ranking and Scoresheet, and if applicable, shall re-rank each proposer who provided a POC. Proposers shall receive cumulative points based upon the re-evaluated/revised Ranking & Scoresheets completed by each Evaluation Committee member.
 - 5.4.7.2. Each proposer who completed a POC will be invited to submit a Best and Final Offer of its Price Proposal.
 - 5.4.7.3. The cumulative total of points scored from all Scoresheets for each proposer shall be divided into the proposer's **Best and Final Offer Price Proposal Total** (based on an initial term of 3 years with 2 one-year renewals) to determine the cost per point. The



lowest cost per point shall be the best value. The proposer who offers the best value shall be selected for contract negotiations and possible award.

- 5.4.7.4. The Court reserves the right, in its sole discretion, to select more than one proposer for negotiations and to award a contract to more than one proposer.
- 5.4.8. The Court has the right, in its sole discretion, to extend a proposer's POC, to require an additional POC from the same proposer, or to select a different proposer to provide a POC at anytime.
- 5.4.9. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

5.5. Additional Information & Requirements

- 5.5.1. The Court has the right to seek clarification or additional information from any proposer throughout this RFP. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- 5.5.2. The Court has the right, at its sole discretion, to require proposers to complete any additional requirements or provide supplemental information. Each proposer must be prepared to conduct, oral demonstrations/presentations, interviews, and other discussions (written or verbal) on the content of its Technical Qualifications or Price Proposal. If the Court determines that additional demonstrations/presentations or interviews are required, the selected proposers will be notified in writing of the date, place, time and format of the demonstration/presentation or interview. Proposers will be responsible for all costs related to the demonstrations/presentations or interviews, which, at the Court's sole discretion, may be in-person, by remote appearance and/or teleconference. Failure to participate in such demonstrations/presentations or interviews presentations shall result in a proposer's disqualification from further consideration.

5.6. Protest Policy

For information on the Court's Protest Policy and how to submit a protest, see **Insert Link**.

END OF RFP INSTRUCTIONS



ATTACHMENT A SCOPE OF WORK

1. GENERAL REQUIREMENTS

The Superior Court of California, County of Orange intends to procure a digital evidence solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for the functional areas specified in this Attachment. The functional areas include Small Claims, Civil, Family Law, Juvenile, Probate, Records & Exhibits, and Criminal/Traffic case types. The following general requirements apply to all functional areas.

1.1. Access and Security

1.1.1. User-Administrator Access:

- 1.1.1.1. User-administrators can set roles and permissions (e.g., access to view, edit, and ability to delegate access, etc.) specific to certain users.
- 1.1.1.2. The solution should include easily managed administrator definable multilevel security for access to files, information, and evidence based on roles in workflow.
- 1.1.1.3. The solution should provide security methods for creating folders and strictly limiting access for authorized users to certain folders or data within a folder based on folder-level or individual file -level permissions.
- 1.1.1.4. The user-administrator can customize data entry fields and configure main dashboard.
- 1.1.1.5. User-administrator access must include Authorized User Access below.

1.1.2. Authorized User Access:

- 1.1.2.1. Must accommodate no less than **200** Court users at initial implementation, with the option to increase to more than 500 Court users in the future, all without performance loss, including without limitation:
 - a. Civil Court Clerks: 49
 - b. Civil Court Assistants: 30
 - c. Family Law Court Clerks: 23
 - d. Family Law Court Assistants: 23
 - e. Probate Court Clerks: 9
 - f. Probate Court Assistants: 5
 - g. Records & Exhibits Custodians: 8.
- 1.1.2.2. Scalable and flexible to allow for increasing the number of users with different permissions as authorized by user-administrators.



- 1.1.2.3. Judges and Clerks: For Juries, have ability to lock an exhibit or provide view-only access to a user. This includes the ability to select specific evidence and move it to allow a profile/user to only view selected evidence without the ability to modify any aspect of the evidence.
- 1.1.2.4. The system must provide the ability to set an expiration date on access to externally shared case files.
- 1.1.2.5. The system must have the option of a web browser - based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail.

1.1.3. Public Users:

- 1.1.3.1. Must accommodate no less than **78,000** public users at initial implementation, with the option to increase to more than 200,000 public users in the future, all without performance loss. The initial implementation of no less than 78,000 public users is based on the Court's estimate of at least two parties per case for the cases in 2019 as more fully described in section 1.3. below.

1.1.4. Security:

- 1.1.4.1. The database must be SSL encrypted and all transmissions to and from the database must be SSL encrypted.
- 1.1.4.2. The solution must allow all electronic evidence to be exported in an encrypted format for secure transmission.
- 1.1.4.3. All client data must be stored in a safe and secure environment and protected from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States.
- 1.1.4.4. Virus/malware check on uploaded documents.
- 1.1.4.5. Single Sign-On for Court user-administrators and authorized users.
- 1.1.4.6. The solution must have an audit trail that cannot be altered. The audit trail shall include tracking all persons (using login and password) who accessed the system/file and the actions performed (upload, print, view, etc.). All audit trail items, including any document submitted as evidence, must be time stamped with a system - generated time stamp provided as part of the solution.
- 1.1.4.7. The solution must use Secure Hash so the Court will know whether evidence originals have been modified.



- 1.1.4.8. The solution system is to be maintained using a minimum of 99% uptime and security including parallel, redundant, and multi-tiered network architecture.
- 1.1.4.9. The solution must be able to ensure rapid recovery and seamless uptime in case of hardware malfunction.

1.2. Functionality

1.2.1. Public Needs:

- 1.2.1.1. Evidence, regardless of format, whether printed/handwritten, photograph, video, audio recording, etc., can be uploaded.
- 1.2.1.2. Ability to upload regardless of file size.
- 1.2.1.3. Allows for uploading from multiple devices, including without limitation, SD cards, hard drives, optical disks, thumb drives, etc.
- 1.2.1.4. When uploading from any device, allows files to be selected files for upload with previews using a simple import process/wizard.
- 1.2.1.5. Drag-drop functionality for uploading multiple files (e.g. if Plaintiff has 150 exhibits to upload, can batch upload them through a drag/drop interface).
- 1.2.1.6. Filename validation.
- 1.2.1.7. Auto-numbering with unique identification for common reference.
- 1.2.1.8. Ability to e-serve/electronically notify parties of uploaded documents.
- 1.2.1.9. Uses an application to allow secure external access for viewing and downloading of evidentiary data on computers (Mac and PC) and mobile devices including smart phones and tablets (Android, Bada, iOS, Blackberry OS, and Windows OS).
- 1.2.1.10. Has a full screen viewing mode where multiple photos can be viewed easily from photo to photo or an entire PDF with scroll bars can be viewed with a window frame.
- 1.2.1.11. Can magnify any portion of a document or photo viewed.
- 1.2.1.12. Offers multiple print options, including but not limited to, printed output must offer options to print at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution, flexible automatic sizing features, and autorotation.

1.2.2. Court Needs:

- 1.2.2.1. The Court's needs include the Public Needs above in addition to those listed in this subsection.



- 1.2.2.2. Allows Court to specify upload filetype or that any filetype may be uploaded, whether doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png.
- 1.2.2.3. Requires upload by case number, case name, and party name.
- 1.2.2.4. Documents, typed or handwritten, are automatically OCR ready upon upload.
- 1.2.2.5. Metadata, including identification of uploader/date/time uploaded.
- 1.2.2.6. Retains uploaders email for use in exchanging exhibits.
- 1.2.2.7. Ability to send email alerts of new uploads or deletions.
- 1.2.2.8. Ability to email links, whether to the main landing page or to specific evidence, with expiration dates for the links.
- 1.2.2.9. The solution must be able to support RAW format files without converting the RAW files into another format.
- 1.2.2.10. Integrated preview/document viewer for common filetypes (e.g. doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png).
- 1.2.2.11. Has ability to acquire, process, authenticate, store, and playback digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF.
- 1.2.2.12. Evidentiary video files shall be stored with the associated players when applicable.
- 1.2.2.13. Ability to restrict viewing of evidence before it is admitted, reject or admit evidence submitted to the Court, and to delete rejected evidence.
- 1.2.2.14. Allows authorized users to seal and set deletion/retention parameters by case type and date, send alerts or flag evidence (admitted or denied) that is ready for deletion, and delete entire case with all evidence contents.
- 1.2.2.15. Ability to create digital evidence case jackets.
- 1.2.2.16. Ability to edit exhibits/files if incorrect.
- 1.2.2.17. Ability to segregate exhibits by case and party.
- 1.2.2.18. Ability to reorder and categorize documents uploaded into a case (for example into customized folders).
- 1.2.2.19. Has the built-in exhibit stamp functionality (so that documents can be marked electronically).
- 1.2.2.20. Ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment.
- 1.2.2.21. Ability to set exhibit status or case status (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.).
- 1.2.2.22. Allows multiple concurrent users to submit, receive, and update data, and view the same digital evidence simultaneously.



- 1.2.2.23. Ability to present, display, and share uploaded evidence from database without having to first export.
- 1.2.2.24. Ability to share video with audio in a MS Teams or WebEx meeting using screen share.
- 1.2.2.25. Must maintain/store original copy of evidentiary files but have the ability for authorized users to make a working copy for internal annotations/bookmarks/notes on exhibits, especially when a party submits multiple exhibits in a single file (both viewable to the court only, or to all parties).
- 1.2.2.26. Ability to create exhibit tags with different colors to differentiate between the Court, parties, exhibits, etc. for case specific evidence.
- 1.2.2.27. Ability to redact information and images on documents and videos submitted as evidence.
- 1.2.2.28. Ability to highlight and add key words, titles, notes, and bookmarks to digital evidence and to later index, search, and edit them.
- 1.2.2.29. Ability to search digital files by using tagged metadata fields.
- 1.2.2.30. Ability to export the entire contents of a case file, regardless of file type.
- 1.2.2.31. Ability to export selected exhibits or segregate them into a packet for download (e.g. make available a copy of all marked exhibits to counsel).
- 1.2.2.32. Allows the Court to acquire raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time.
- 1.2.2.33. Provides chain of custody reports.
- 1.2.2.34. Judges and Clerks can easily view/examine selected evidence (regardless of format, whether printed/handwritten, photograph, video, audio recording, etc.) in a separate window/screen that easily allows for the full display of the evidence on a screen.
- 1.2.2.35. Judges and Clerks can perform customized searches – can search and filter for select data elements (any data field or combo of fields), such as ability to easily locate exhibits in the system by various criteria, numerical or alphabetical order, party, exhibit status, status on a case (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.), exhibit name, key word, etc.
- 1.2.2.36. Judges and Clerks can create customized system generated reports or use uploaded document/report templates.
- 1.2.2.37. Judges and Clerks can customize appearance/format of exhibit list.
- 1.2.2.38. Judges and Clerks can print or save and export search results in PDF.



1.2.3. Dashboard

- 1.2.3.1. Displays a main dashboard that shows alerts, notifications, and calendar view.
- 1.2.3.2. Displays a dashboard per case that authorized users can configure using filters to view specific data elements within user specified date ranges.
 - a. Results are shown graphically on the dashboard.
 - b. Different case dashboards can be created for the same case based upon the role of the authorized user.
 - c. Different case dashboards can be viewed separately by different authorized users.

1.3. **System Data Exchange and Storage**

- 1.3.1. The solution must support migration/integration to/from multiple data exchanges, including third parties, as more fully described by functional area below:
 - a. Odyssey (Family and Juvenile)
 - b. Voyager Civil Case Management System (Civil, Small Claims, Probate/Conservatorship)
 - c. Vision Case Management System (Criminal/Traffic)
 - d. CAVE / DW (Court's Data Warehouse)
 - e. See also Justice Partner Public Agencies in 1.3.8.
- 1.3.2. All data must update automatically in real-time so that any searches do not need to be re-run.
- 1.3.3. All data must tie all to all case information, including closed cases.
- 1.3.4. Hosted on Microsoft Azure Government; web-based; IT requirement to have computers/devices to have modern internet browsers.
- 1.3.5. The solution application can be used both with the Court's MS Azure Blob Storage and with a SaaS cloud that is scalable and flexible to allow for increases in retained data. The solution needs to provide the Court the option to transfer from one storage type to another. Both storage types when used with the solution application must provide the Court control of the retention, storage, and disposal of records and exhibits.
- 1.3.6. SaaS solution that has storage for at least the following case types in 2019:
 - a. Small Claims Trials: 13,000
 - b. Civil and Probate Court Trials: 728
 - c. Civil and Probate Jury Trials: 184
 - d. Civil Unlawful Detainer Court Trials: 2,089
 - e. Civil Unlawful Detainer Jury Trials: 50
 - f. Civil Harassment OSC-Trials: 1,400
 - g. Family Evidentiary Hearings: 9,500
- 1.3.7. Has separate database instances for different case types.



1.3.8. Optional Feature: The solution should have the capability to support use by multiple justice partner public agencies and integration with their digital evidence management third party providers. Justice partner public agencies can include, without limitation:

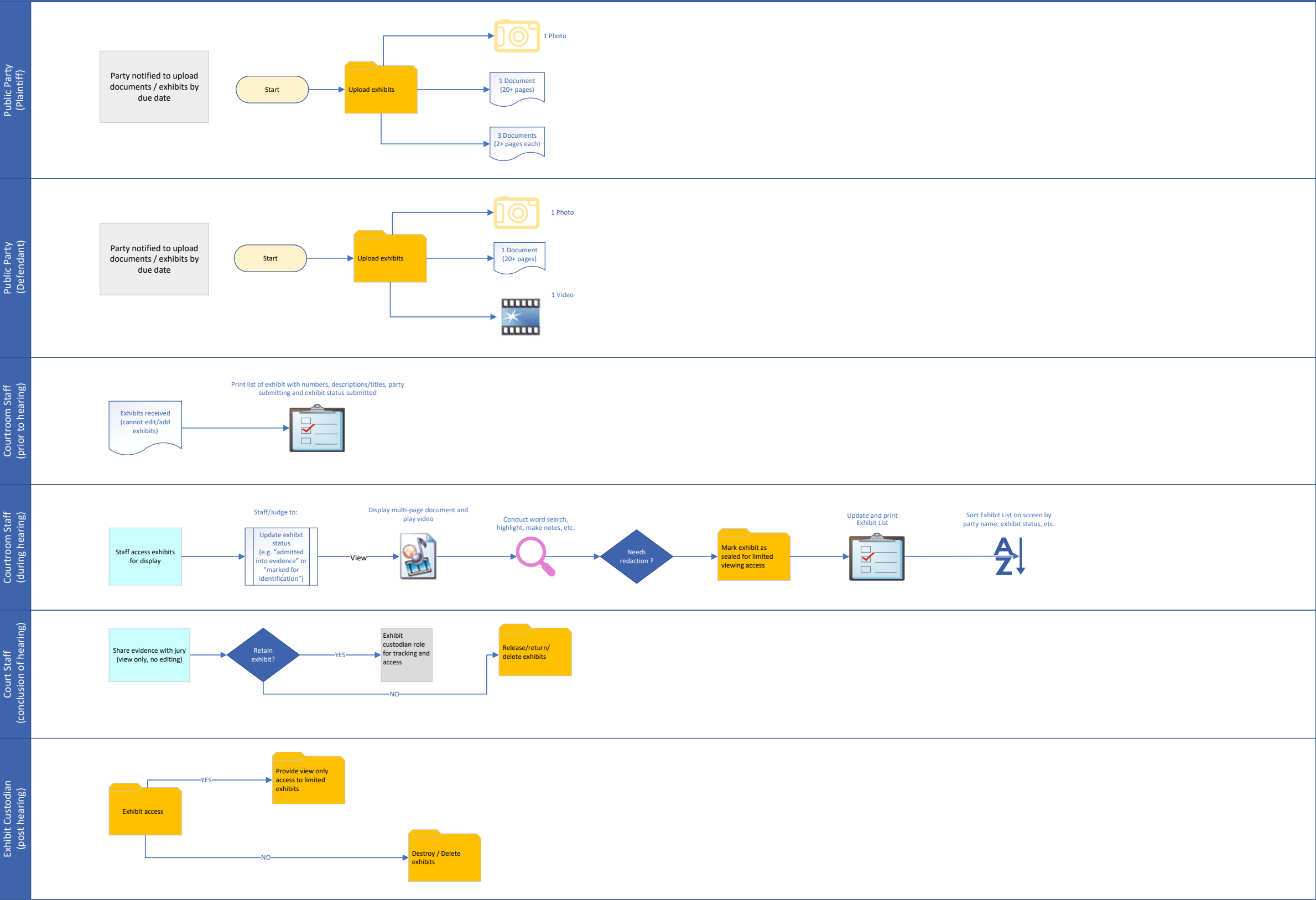
- a. Orange County Office of the District Attorney
- b. Orange County Probation Case Management System.
- c. Orange County Public Defender
- d. Orange County Sheriff Jail Management System
- e. Santa Ana Police Department
- f. Other public agencies.

1.4. Customer Support

- 1.4.1. Support shall include technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract.
- 1.4.2. Provide administrator level and end-user level training.
- 1.4.3. Provide customer service support 24 hours per day, 7 days per week.

END OF ATTACHMENT A

Orange County Superior Court Digital Evidence (DE): Civil Case Exhibit Workflow



ATTACHMENT A-1

Civil Case Exhibit Workflow

This narrative describes a case scenario workflow for the submittal, admittance and return of exhibits for a hearing. The attached flowchart gives a visual of each event based on this narrative.

PUBLIC PARTY (Plaintiff)

- A. Prior to start, hearing is set and plaintiff is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

[See Scope of Work: Authorized User Access: 1.1.2.1. – 1.1.2.2.
Security: 1.1.4.5.]

- B. Plaintiff uploads:

- 1 color photo
- 1 document containing at least 20 pages
- 3 documents containing at least 2 pages

[See Scope of Work:

| | |
|---------------|----------------------|
| Public Users: | 1.1.3.1. |
| Security: | 1.1.4.1. – 1.1.4.3. |
| Public Needs: | 1.2.1.1. – 1.2.1.12. |
| Court Needs: | 1.2.2.1. – 1.2.2.9.] |

PUBLIC PARTY (Defendant)

- A. Prior to start, hearing is set and defendant is notified of hearing date and due date to upload documents / exhibits. All parties are offered a link to submit all evidence (photos, videos, documents, etc.) for presenting as evidence for the hearing.

[See Scope of Work: Authorized User Access: 1.1.2.1. – 1.1.2.2.
Security: 1.1.4.5.]

- B. Defendant uploads:

- 1 color photo
- 1 document containing at least 20 pages
- 1 video

[See Scope of Work: Public Users: 1.1.3.1.
Security: 1.1.4.1. – 1.1.4.3.
Public Needs: 1.2.1.1. – 1.2.1.12.
Court Needs: 1.2.2.1. – 1.2.2.9.]



COURTROOM STAFF

A. Prior to hearing:

1. Once the court accepts possession of exhibits, the parties cannot edit/add exhibits.
2. The clerk prints a list of exhibits with numbers, descriptions/titles, party submitting and exhibit status submitted.

[See Scope of Work: Court Needs: 1.2.2.15. – 1.2.2.18.]

B. During hearing:

1. Courtroom Staff access Plaintiff's and Defendant's exhibits for display.
2. Courtroom Staff/Judge to:
 - a. Update exhibit status to "admitted into evidence" with date or to "marked for identification."
 - b. Display a multi-page document exhibit via large window (ex: via video conference software, or video presentation equipment) and play video exhibit via large window to others (ex: via video conference software, or video presentation equipment).
 - c. Conduct word search in Plaintiff's and Defendant's document exhibits, and highlight, note, etc.
 - d. Redact document, photo, and video exhibits.
 - e. Mark an exhibit as sealed for limited viewing access.
 - f. Update and print Exhibit List of certain exhibits statuses (print only exhibits admitted into evidence, etc.)
 - g. Sort Exhibit List on the screen by party name, exhibit status, etc.

[See Scope of Work: Security: 1.1.4.8 – 1.1.4.9.
Court Needs: 1.2.2.10. – 1.2.2.14.
1.2.2.19. – 1.2.2.38.
System Data Exchange and Storage: 1.3.2. – 1.3.3.]

C. Conclusion of hearing:

1. Share exhibits with status of received into evidence with jury – view only, no editing.
2. Retain some exhibits that are moved to an exhibit custodian role for tracking and access.
 - a. Release/return some exhibits with specific status while system is tracking activity.
 - b. Release/return exhibits with all statuses while system tracks the activity.
 - c. Delete exhibits that have been returned while system tracks the activity.

[See Scope of Work: Authorized User Access: 1.1.2.3. – 1.1.2.5.
Security: 1.1.4.6. – 1.1.4.7.
Court Needs: 1.2.2.33.]



EXHIBIT CUSTODIAN (Post Hearing)

- A. Provide view only access to certain exhibits; after viewing, party does not have access unless authorized.
- B. Destroy/delete exhibits while system tracks the activity.

[See Scope of Work: Authorized User Access: 1.1.2.3. – 1.1.2.5.
 Security: 1.1.4.6. – 1.1.4.7.
 Court Needs: 1.2.2.33.
 System Data Exchange and Storage: 1.3.4. – 1.3.7.]

OTHER INFORMATION

- A. Describe user-administrator access used for this workflow.

[See Scope of Work: User-Administrator Access: 1.1.1. – 1.1.1.5.]

- B. Describe dashboard capabilities used in this workflow.

[See Scope of Work: Dashboard: 1.2.3.1. – 1.2.3.2.]

- C. Describe system data exchange services that would be provided for this workflow.

[See Scope of Work: System Data Exchange and Storage: 1.3.1.]

- D. Describe customer services that would be available to maintain this workflow.

[See Scope of Work: Customer Support: 1.4.1. – 1.4.3.]

- E. Describe expandability/scalability options.

[See Scope of Work: Authorized User Access: 1.1.2.1. – 1.1.2.2.
 Public Users: 1.1.3.1.
 System Data Exchange and Storage 1.3.5.
 Optional Feature: 1.3.8.]

- F. Additional questions to address:

1. Does your solution offer closed captioning when playing videos for those that are hearing impaired or deaf?
2. Does your solution have the ability to grab a frame from a video and capture the image and save it? And blur children or others who are not a part of the case?

END OF ATTACHMENT A-1



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1. Access and Security | | | | | | |
| 1.1.1. User-Administrator Access | | | | | | |
| 1.1.1.1. User-administrators can set roles and permissions (e.g., access to view, edit, and ability to delegate access, etc.) specific to certain users. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.1.2.The solution should include easily managed administrator definable multilevel security for access to files, information, and evidence based on roles in workflow. | | | | | | |
| 1.1.1.3.The solution should provide security methods for creating folders and strictly limiting access for authorized users to certain folders or data within a folder based on folder-level or individual file -level permissions. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.1.4.The user-administrator can customize data entry fields and configure main dashboard. | | | | | | |
| 1.1.1.5.User-administrator access must include Authorized User Access below. | | | | | | |
| 1.1.2. Authorized User Access | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.2.1.Must accommodate no less than 200 separate Court users at initial implementation, with the option to increase to more than 500 Court users in the future, all without performance loss, including without limitation: a.Civil Court Clerks:49 b.Civil Court Assistants:30 c.Family Law Court Clerks:23 d.Family Law Court Assistants:23 e.Probate Court Clerks:9 f.Probate Court Assistants:5 g.Records & Exhibits Custodians:8. | | | | | | |
| 1.1.2.2.Scalable and flexible to allow for increasing the number of users with different permissions as authorized by user-administrators. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.2.3.Judges and Clerks: For Juries, have ability to lock an exhibit or provide view-only access to a user. This includes the ability to select specific evidence and move it to allow a profile/user to only view selected evidence without the ability to modify any aspect of the evidence. | | | | | | |
| 1.1.2.4.The system must provide the ability to set an expiration date on access to externally shared case files. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.2.5.The system must have the option of a web browser - based viewer that allows authorized users to view and/or retrieve digital evidence via the web. This must be secure and encrypted according to CJIS standards, and with appropriate audit trail. | | | | | | |
| 1.1.3. Public Users | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.3.1. Must accommodate no less than 78,000 public users at initial implementation, with the option to increase to more than 200,000 public users in the future, all without performance loss. The initial implementation of no less than 78,000 public users is based on the Court's estimate of at least two parties per case for the cases in 2019 as more fully described in section 1.3. below. | | | | | | |
| 1.1.4. Security | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.1.The database must be SSL encrypted and all transmissions to and from the database must be SSL encrypted. | | | | | | |
| 1.1.4.2.The solution must allow all electronic evidence to be exported in an encrypted format for secure transmission. | | | | | | |
| 1.1.4.3.All client data must be stored in a safe and secure environment and protected from unauthorized access, modification, theft, misuse or damage whether the data resides in a repository or during transmission over the network and must be stored in the United States. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.4.Virus/malware check on uploaded documents. | | | | | | |
| 1.1.4.5.Single Sign-On for Court user-administrators and authorized users. | | | | | | |
| 1.1.4.6.The solution must have an audit trail that cannot be altered. The audit trail shall include tracking all persons (using login and password) who accessed the system/file and the actions performed (upload, print, view, etc.). All audit trail items, including any document submitted as evidence, must be time stamped with a system - generated time stamp provided as part of the solution. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.7.The solution must use Secure Hash so the Court will know whether evidence originals have been modified. | | | | | | |
| 1.1.4.8.The solution system is to be maintained using a minimum of 99% uptime and security including parallel, redundant, and multi -tiered network architecture. | | | | | | |



ATTACHMENT B
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RFP #__

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.1.4.9.The solution must be able to ensure rapid recovery and seamless uptime in case of hardware malfunction. | | | | | | |
| 1.2. Functionality | | | | | | |
| 1.2.1. Public Needs | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.1.Evidence, regardless of format, whether printed/handwritten, photograph, video, audio recording, etc., can be uploaded. | | | | | | |
| 1.2.1.2.Ability to upload regardless of file size. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.3.Allows for uploading from multiple devices, including without limitation, SD cards, hard drives, optical disks, thumb drives, etc. | | | | | | |
| 1.2.1.4.When uploading from any device, allows files to be selected files for upload with previews using a simple import process/wizard. | | | | | | |
| 1.2.1.5.Drag-drop functionality for uploading multiple files (e.g. if Plaintiff has 150 exhibits to upload, can batch upload them through a drag/drop interface). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|------------------------------|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.6.Filename validation. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.7.Auto-numbering with unique identification for common reference. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.8.Ability to e-serve/electronically notify parties of uploaded documents. | | | | | | |
| 1.2.1.9.Uses an application to allow secure external access for viewing and downloading of evidentiary data on computers (Mac and PC) and mobile devices including smart phones and tablets (Android, Bada, iOS, Blackberry OS, and Windows OS). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.10.Has a full screen viewing mode where multiple photos can be viewed easily from photo to photo or an entire PDF with scroll bars can be viewed with a window frame. | | | | | | |
| 1.2.1.11.Can magnify any portion of a document or photo viewed. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.1.12.Offers multiple print options, including but not limited to, printed output must offer options to print at the user's option, documentation of the digital photo including title, notes, photographer's name, enhancement parameters, case number, authentication result, import time, camera clock time, photo resolution, flexible automatic sizing features, and autorotation. | | | | | | |
| 1.2.2. Court Needs | | | | | | |



ATTACHMENT B
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RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.1.The Court's needs include the Public Needs above in addition to those listed in this subsection. | | | | | | |



ATTACHMENT B
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RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.2.Allows Court to specify upload filetype or that any filetype may be uploaded, whether doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png. | | | | | | |



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RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.3.Requires upload by case number, case name, and party name. | | | | | | |
| 1.2.2.4.Documents, typed or handwritten, are automatically OCR ready upon upload. | | | | | | |



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RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.5.Metadata, including identification of uploader/date/time uploaded. | | | | | | |



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RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.6.Retains uploaders email for use in exchanging exhibits. | | | | | | |
| 1.2.2.7.Ability to send email alerts of new uploads or deletions. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.8.Ability to email links, whether to the main landing page or to specific evidence, with expiration dates for the links. | | | | | | |
| 1.2.2.9.The solution must be able to support RAW format files without converting the RAW files into another format. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.10.Integrated preview/document viewer for common filetypes (e.g. doc/docx, rtf, wpd, xls/xlsx, ppt/pptx, pdf, mp4, mov, m4a, m4v, mpg, avi, mp3, flv, ogg, wav, jpg, gif, png). | | | | | | |
| 1.2.2.11.Has ability to acquire, process, authenticate, store, and playback digital images, digital audio, and digital video in common formats defined as JPG, BMP, GIF, TIFF, MP3, MP4, WAV, DOC, and PDF. | | | | | | |



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RFP TECHNICAL QUALIFICATIONS

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.12.Evidentiary video files shall be stored with the associated players when applicable. | | | | | | |
| 1.2.2.13.Ability to restrict viewing of evidence before it is admitted, reject or admit evidence submitted to the Court, and to delete rejected evidence. | | | | | | |



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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.14. Allows authorized users to seal and set deletion/retention parameters by case type and date, send alerts or flag evidence (admitted or denied) that is ready for deletion, and delete entire case with all evidence contents. | | | | | | |
| 1.2.2.15. Ability to create digital evidence case jackets. | | | | | | |



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RFP #__

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.16.Ability to edit exhibits/files if incorrect. | | | | | | |
| 1.2.2.17.Ability to segregate exhibits by case and party. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.18.Ability to reorder and categorize documents uploaded into a case (for example into customized folders). | | | | | | |
| 1.2.2.19.Has the built-in exhibit stamp functionality (so that documents can be marked electronically). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.20.Ability to reassign entire cases with all evidence included and send email alerts/notifications of reassignment. | | | | | | |
| 1.2.2.21.Ability to set exhibit status or case status (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.). | | | | | | |
| 1.2.2.22.Allows multiple concurrent users to submit, receive, and update data, and view the same digital evidence simultaneously. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.23.Ability to present, display, and share uploaded evidence from database without having to first export. | | | | | | |
| 1.2.2.24.Ability to share video with audio in a MS Teams or WebEx meeting using screen share. | | | | | | |
| 1.2.2.25.Must maintain/store original copy of evidentiary files but have the ability for authorized users to make a working copy for internal annotations/bookmarks/notes on exhibits, especially when a party submits multiple exhibits in a single file (both viewable to the court only, or to all parties). | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.26.Ability to create exhibit tags with different colors to differentiate between the Court, parties, exhibits, etc. for case specific evidence. | | | | | | |
| 1.2.2.27.Ability to redact information and images on documents and videos submitted as evidence. | | | | | | |
| 1.2.2.28.Ability to highlight and add key words, titles, notes, and bookmarks to digital evidence and to later index, search, and edit them. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.29.Ability to search digital files by using tagged metadata fields. | | | | | | |
| 1.2.2.30.Ability to export the entire contents of a case file, regardless of file type. | | | | | | |
| 1.2.2.31.Ability to export selected exhibits or segregate them into a packet for download (e.g. make available a copy of all marked exhibits to counsel). | | | | | | |
| 1.2.2.32.Allows the Court to acquire raw data through an export to Microsoft Excel (XLS/XLSX) or ASCII comma separated values (CSV) file formats at any time. | | | | | | |



ATTACHMENT B
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RFP #__

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.33.Provides chain of custody reports. | | | | | | |
| 1.2.2.34.Judges and Clerks can easily view/examine selected evidence (regardless of format, whether printed/handwritten, photograph, video, audio recording, etc.) in a separate window/screen that easily allows for the full display of the evidence on a screen. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

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|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.35. Judges and Clerks can perform customized searches – can search and filter for select data elements (any data field or combo of fields), such as ability to easily locate exhibits in the system by various criteria, numerical or alphabetical order, party, exhibit status, status on a case (e.g., On Appeal, Case Closed, In Inventory, Returned, etc.), exhibit name, key word, etc. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.2.36.Judges and Clerks can create customized system generated reports or use uploaded document/report templates. | | | | | | |
| 1.2.2.37.Judges and Clerks can customize appearance/format of exhibit list. | | | | | | |
| 1.2.2.38.Judges and Clerks can print or save and export search results in PDF. | | | | | | |
| 1.2.3. Dashboard | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.3.1. Displays a main dashboard that shows alerts, notifications, and calendar view. | | | | | | |



ATTACHMENT B
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RFP #__

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.2.3.2. Displays a dashboard per case that authorized users can configure using filters to view specific data elements within user specified date ranges. a. Results are shown graphically on the dashboard. b. Different case dashboards can be created for the same case based upon the role of the authorized user. c. Different case dashboards can be viewed separately by different authorized users. | | | | | | |
| 1.3. System Data Exchange and Storage | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.1.The solution must support migration/integration to/from multiple data exchanges, including third parties, as more fully described by functional area below: a.Odyssey (Family and Juvenile) b.Voyager Civil Case Management System (Civil, Small Claims, Probate/Conservatorship) c.Vision Case Management System (Criminal/Traffic) d.CAVE / DW (Court's Data Warehouse) e.See also Justice Partner Public Agencies in 1.3.8. | | | | | | |
| 1.3.2.All data must update automatically in real-time so that any searches do not need to be re-run. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

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|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.3.All data must tie all to all case information, including closed cases. | | | | | | |
| 1.3.4.Hosted on Microsoft Azure Government; web-based; IT requirement to have computers/devices to have modern internet browsers. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.5.The solution application can be used both with the Court's MS Azure Blob Storage and with a SaaS solution cloud that is scalable and flexible to allow for increases in retained data. The solution needs to provide the Court the option to transfer from one storage type to another. Both storage types when used with the solution application must provide the Court control of the retention, storage, and disposal of records and exhibits. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.6.SaaS solution that has storage for at least the following case types in 2019: a.Small Claims Trials:13,000 b.Civil and Probate Court Trials:728 c.Civil and Probate Jury Trials:184 d.Civil Unlawful Detainer Court Trials:2,089 e.Civil Unlawful Detainer Jury Trials:50 f.Civil Harassment OSC- Trials:1,400 g.Family Evidentiary Hearings:9,500. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|-------------------|-------------|---------------|----------------------|--|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.7.Has separate database instances for different case types. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.3.8.Optional Feature: The solution should have the capability to support use by multiple justice partner public agencies and integration with their digital evidence management third party providers. Justice partner public agencies can include, without limitation: a.Orange County Office of the District Attorney b.Orange County Probation Case Management System. c.Orange County Public Defender d.Orange County Sheriff Jail Management System e.Santa Ana Police Department f.Other public agencies. | | | | | | |
| 1.4. Customer Support | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|---|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.4.1.Support shall include technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract. | | | | | | |
| 1.4.2.Provide administrator level and end-user level training. | | | | | | |



ATTACHMENT B
RFP TECHNICAL QUALIFICATIONS

RFP #__

| Item # & Description | Proposer (check the applicable column) | | | | Proposer's Narrative | Court Use Only - Court Evaluation Comments / Notes |
|--|--|----------------------|----------------|------------------|----------------------|---|
| | Existing Capability | Future Capability | Custom Work | Not Available | | |
| 1.4.3. Provide customer service support 24 hours per day, 7 days per week. | | | | | | |



TECHNICAL QUALIFICATION RANKING & SCORESHEET SUMMARY

RFP #__

(Internal Court Use Only)

| COMMITTEE MEMBER | PROPOSER 1 | PROPOSER 2 | PROPOSER 3 | PROPOSER 4 | PROPOSER 5 | PROPOSER 6 |
|------------------|------------|------------|------------|------------|------------|------------|
| | 20 | | | | 30 | 10 |
| | 30 | 10 | | | 20 | |
| | 30 | 10 | | | 20 | |
| | 20 | 10 | | | 30 | |
| | 30 | | | | 10 | 20 |
| | 30 | 10 | | | 20 | |
| | 30 | | | | 20 | 10 |
| | 10 | | | 20 | 30 | |
| | 10 | | | | 20 | 30 |
| | 20 | 10 | | | 30 | |
| | 230 | 50 | 0 | 20 | 230 | 70 |

Final Rank Based on Points

Rank 1 - Tie

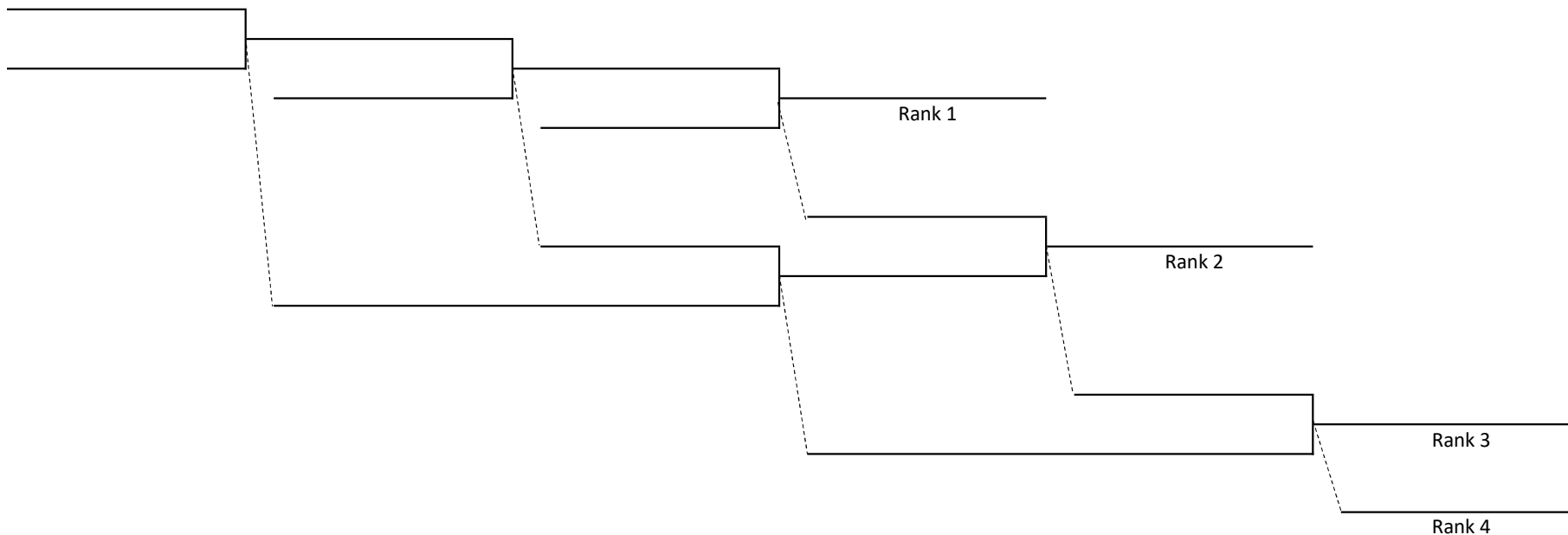
Rank 3

Rank 1 - Tie

Rank 2

ATTACHMENT C-1 RFP TECHNICAL QUALIFICATIONS RANKING & SCORESHEET

RFP #__

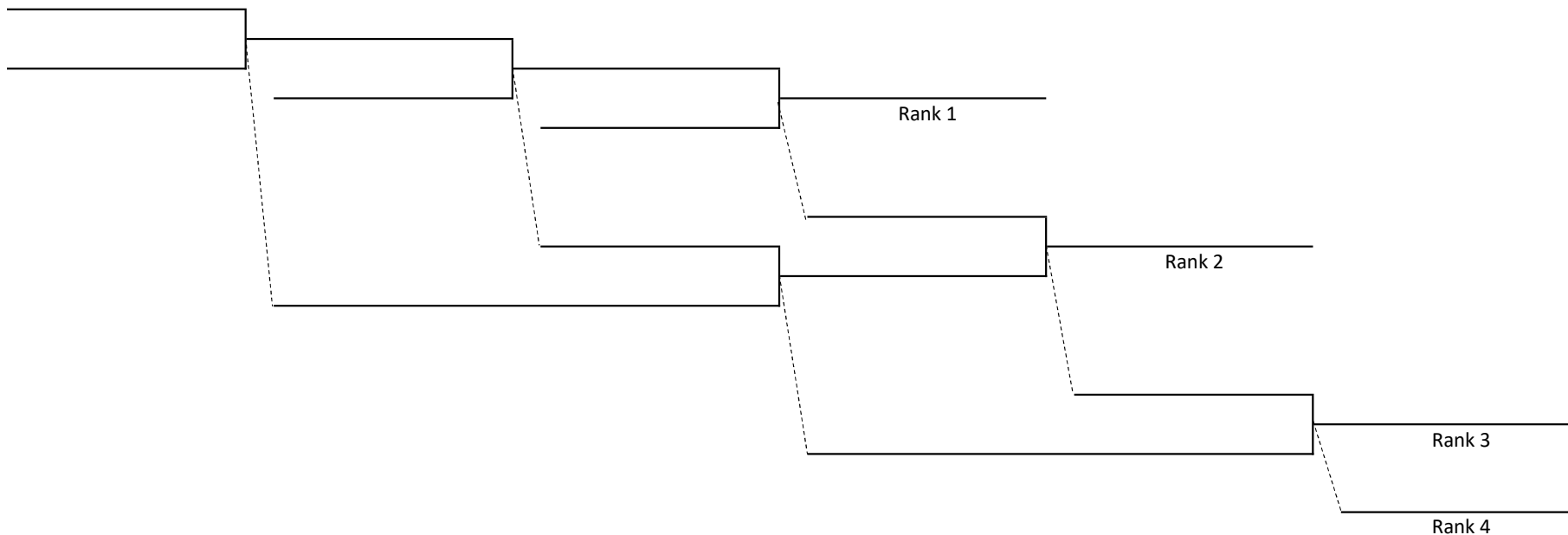


Procurement shall increase or decrease the number of brackets based upon the actual number of duly submitted RFP responses. Procurement shall place Proposer names randomly in the highlighted spaces in the top bracket and then disseminate to evaluators. Each evaluator shall independently rank Proposers by completing one Scoresheet. A Proposer who fails to advance through the top bracket at any time will have at least a second opportunity to advance to a ranked position in a lower bracket on the Scoresheet. Proposers shall receive the points prescribed for their rank on this Scoresheet. The final ranking of all Proposers shall be determined based on the cumulative total of points scored per Proposer on all Scoresheets. The Court may, in its sole discretion, select up to four of the highest ranked Proposers to interview and/or provide presentations to the RFP Evaluation Committee.

Rank 1 = 50 Points
 Rank 2 = 40 Points
 Rank 3 = 30 Points
 Rank 4 = 20 Points

ATTACHMENT C-2 RFP PRESENTATIONS RANKING & SCORESHEET

RFP #__



Each evaluator shall independently rank Proposers by completing one Scoresheet. A Proposer who fails to advance through the top bracket at any time will have at least a second opportunity to advance to a ranked position in a lower bracket on the Scoresheet. Proposers shall receive the points prescribed for their rank on this Scoresheet. The final ranking of all Proposers shall be determined based on the cumulative total of points scored per Proposer on all Scoresheets.

Rank 1 = 50 Points
 Rank 2 = 40 Points
 Rank 3 = 30 Points
 Rank 4 = 20 Points



ATTACHMENT D-1
GENERAL CERTIFICATIONS

If agreed, complete and sign this Certification. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment. Neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer and that Proposer accepts the above clauses. This Certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____
(Date Executed)



ATTACHMENT D-2
DARFUR CONTRACTING ACT CERTIFICATION

To submit a proposal to the Court, the Proposer must select **ONLY ONE** of the following three paragraphs by checking the corresponding box **and** completing and signing this Certification.

- ☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

- ☐ 2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in PCC 10476.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer. This Certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____ .
(Date Executed)



ATTACHMENT D-3
UNRUH CIVIL RIGHTS ACT AND
CALIFORNIA FAIR EMPLOYMENT & HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____
(Date Executed)



ATTACHMENT D-4
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- ☐ 2. We have received written permission from the JBE to submit a bid or proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid/proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____ .
(Date Executed)



ATTACHMENT D-5
SMALL BUSINESS DECLARATION

Complete this form only if the Proposer will claim the small business preference associated with this solicitation. Please review the "Small Business Declaration Instructions" before completing this form. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

If the Proposer is not a Small Business, skip this section.

1. DGS Supplier ID number: _____
2. Small Business Certification active from _____ to _____
3. Will the Proposer subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work the Proposer will subcontract: _____

B. Describe the goods and/or services to be provided by the Proposer itself in connection with the contract: _____

C. Explain how the Proposer is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") _____

4. The Proposer must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF THE PROPOSER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Proposer is not an NVSA, skip this section.

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. The Proposer must submit a copy of its NVSA certification approval letter along with this declaration.



SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind the Proposer to this certification. This certification is made under the laws of the State of California.

PROPOSER:

(Company Name) (Federal Employer ID Number)

(Street Address, City, State & Zip Code) (Telephone Number)

By: _____
(Authorized Signature) (Printed Name & Title)

Executed in the County of _____ in the State of _____ ,

on _____ .
(Date Executed)



SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services, and (ii) “Small Business” refers to an entity certified by DGS as a small business or a microbusiness.

If the Proposer will claim the small business preference in a solicitation where a small business preference is offered, it must complete the Small Business Declaration. If no small business preference is offered, or the Proposer does not claim the small business preference, the Proposer should not complete the Small Business Declaration.

The JBE will determine whether the Proposer is eligible to receive the small business preference based on information provided in the Small Business Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if the Proposer is not itself a Small Business.

1. Provide the Proposer’s DGS Supplier ID number. This number is in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If the Proposer will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If the Proposer will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.

Subpart A: This percentage is equal to the amount to be paid by the Proposer to all subcontractors divided by the Proposer’s total proposal price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by the Proposer to subcontractors is \$35,000 and the Proposer’s total proposal price is \$125,000, enter “28%” ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).

Subpart B: Provide a detailed description of the goods and/or services the Proposer itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.

Subpart C: Provide an explanation of how the Proposer’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a “commercially useful function” if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are



passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.

4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter from DGS. The Proposer must submit a copy of its Small Business certification approval letter.

Instructions for Section II

Skip this section if the Proposer is not an NVSA.

1. Provide the Proposer's DGS Supplier ID number. This number is in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. Each entity certified as an NVSA by DGS will have received a certification approval letter. The Proposer must submit a copy of its certification approval letter.

Instructions for Section III

Provide the Proposer's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Proposer representative in the box labeled "*By (Authorized Signature)*." Provide the name and title of the authorized Proposer representative, and the date, county, and state where that person signed the certification, in the appropriate boxes.



REQUEST FOR PROPOSALS # RFP Title

RFP ANNOUNCEMENT Released date

Subject to conditions prescribed by the Superior Court of California, County of _____ (“Judicial Branch Entity” or “JBE” or “Court”), the Court invites proposals from qualified Proposers with the expertise to provide a digital evidence solution that satisfies the access and security, functionality, system data exchange and storage, and customer support needs for Small Claims, Civil, Family Law, Juvenile, Probate, Records & Exhibits, and Criminal/Traffic case type functions as specified in the Scope of Work attached as Attachment A to the RFP Instructions.

The Court intends to award 1 contract with an initial term of **3 years** with **2 one-year** renewals.

Proposers may attend an **optional Pre-Proposal Meeting** starting at **Time PST**, on **Date**, at **Link/Location Information** where the Court will answer questions and discuss information related to this RFP. The Court encourages prospective Proposers to attend. The Court will not offer any opportunity to attend in person. Follow these instructions to call and participate in the optional Pre-Proposal Meeting:

Dial:

Enter the Conference Access Code:

Technical Qualifications must be received before the Technical Qualifications Deadline of **Time PST**, on **Date**, and will be received only electronically as an attachment at **Link/Location Information**. Based on the Court’s evaluation of the Technical Qualifications, the Court will invite selected proposers to submit Price Proposals by the Price Proposal Deadline specified in the RFP Instructions. Additional details regarding the Technical Qualifications submission requirements, eligibility to submit a Price Proposal, and the Price Proposal submission requirements are specified in the RFP Instructions available at the same link.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF

Name

Email

Telephone

Release/Publication Date:



RFP INSTRUCTIONS

1. IMPORTANT NOTICES

1.1. The Superior Court of California, County of _____ (“Court” or “Judicial Branch Entity” or “JBE”) **has** made available on the website provided on the RFP Announcement or **Link/Location Information**, referred to individually and collectively, as “Biddingo,” **this RFP, and all addenda, if any.** Proposers may register to use Biddingo at **Link/Location Information**. Proposers should regularly access and monitor Biddingo for any/all information related to this RFP.

1.2. **All contact with Court during this RFP must be in writing, via e-mail or through Biddingo to the following contacts:**

| Primary Contact | Secondary Contact |
|-----------------|-------------------|
| | |

Proposers are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the proposer’s Technical Qualifications and Price Proposal.

1.3. If a proposer needs assistance or encounters any problems in submitting its Technical Qualifications electronically, please contact Biddingo via email: info@biddingo.com or via telephone: (323) 206-4114, or the Court’s Primary or Secondary Contact named in 1.2.

1.4. Additional policies governing this solicitation are available on the Court’s website at: **Link/Location Information**.

2.0 RFP SCHEDULE

2.1. The Court has developed the following list of events as a general timeline. All deadlines are subject to change at the Court’s discretion. The final dates and times will be posted in Biddingo.

| | |
|---|----------------------------------|
| RFP Released | 09/11/2020 |
| Optional Pre-Proposal Meeting | See RFP Announcement. |
| Deadline for Questions | 09/22/2020 |
| Questions and Answers Posted | 09/24/2020 |
| Technical Qualifications Deadline | See RFP Announcement. |
| Technical Qualifications Evaluation | 10/02 – 10/07/2020 |
| Evaluation Meeting –Presentation Selection | 10/15/2020 |
| Notice of Selection for Presentation | 10/23/2020 |
| Estimated Dates for Presentations | Week of 11/16/2020 |
| Price Proposal Deadline | See RFP Instructions 4.3. |
| Evaluation Meeting – Proof of Concept Selection | 11/2020 |
| Proof of Concept | 12/2020 |
| Evaluation Meeting – Contract Award Selection | 05/2021 |
| Notice of Intent to Award | 06/2021 |
| Contract Execution | 07/2021 |
| Contract Start Date | 07/2021 |



| | |
|-------------------|---------|
| Contract End Date | 06/2024 |
|-------------------|---------|

3.0 DEFINITIONS

- 3.1. Except as otherwise specifically provided, definitions set forth in the Attachment E, Model Contract, are applicable to all RFP Documents.
- 3.2. The term “Addenda” means written or graphic instruments issued by the Court prior to the Price Proposal Deadline which modify or interpret the RFP Documents by additions, deletions, clarifications, or corrections.
- 3.2.1. The Court may modify or interpret this RFP before the Price Proposal Deadline by posting an addendum on Biddingo. Clarifications, interpretations, corrections, and changes to the RFP Documents made in any other manner shall not be binding and Proposers shall not rely upon them.
- 3.2.2. Addenda withdrawing the RFP or postponing the Technical Qualifications Deadline or the Price Proposal Deadline may be issued any time prior to the applicable deadline.
- 3.2.3. Each proposer shall be responsible for ascertaining, prior to submitting a Technical Qualifications or Price Proposal, that it has received all issued Addenda.
- 3.2.4. Proposers shall be responsible for knowledge of all items and conditions contained in their Technical Qualifications and Price Proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda.
- 3.2.5. Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the Price Proposal to include all addenda issued in any resulting contract.
- 3.3. The term “Price Proposal Deadline” means the date and time before which Price Proposals must be received, as designated in the RFP Instructions and which may be revised by Addenda.
- 3.4. The term “Proposer” or “proposer” means a person or company that submits Technical Qualifications and/or Price Proposal.
- 3.5. The term “Request for Proposals” or “RFP” or “RFP Documents” means the RFP Announcement and RFP Instructions including its attachments, associated documents, and all Addenda thereto, prepared and issued for the sole purpose of obtaining Technical Qualifications and Price Proposals per the RFP. The attachments to the RFP Instructions include:
- Attachment A, Scope of Work
Attachment A-1, Civil Case Exhibit Workflow
Attachment B, Technical Qualifications
Attachment C-1, RFP Technical Qualifications Ranking & Scoresheet
Attachment C-2, RFP Presentations Ranking & Scoresheet
Attachment D-1, General Certifications
Attachment D-2, Darfur Contracting Act Certification
Attachment D-3, Unruh Civil Rights Act and California Fair Employment & Housing Act Certification
Attachment D-4, Iran Contracting Act Certification
Attachment D-5, Small Business Declaration
Attachment E, Model Contract
All Addenda
- 3.6. The term “Technical Qualifications Deadline” means the date and time before which Technical Qualifications must be received, as designated in the RFP Instructions and which may be revised by Addenda.



- 3.7. "You" or "Yours" as used herein refers to the prospective proposer's company and any of its owners, officers, principals, and qualifying individuals.

4.0 SUBMISSION REQUIREMENTS

4.1. General

- 4.1.1. This RFP includes three (3) phases. The first phase is an evaluation of Technical Qualifications. The Court will select proposers to advance to the second phase. The second phase includes a best value evaluation based on a proposer's Presentation and Price Proposal. The third phase includes a proof of concept ("POC").
- 4.1.2. Each proposer assumes all responsibility and risk for the Court's timely receipt of its Technical Qualifications and Price Proposals. Each proposer is solely responsible for ensuring that its complete Technical Qualifications and Price Proposal, if eligible, are duly submitted as required by the Court before the applicable deadline fixed for submission of each. The Court will not accept late Technical Qualifications or Price Proposals.

4.2. Technical Qualifications

- 4.2.1. Each proposer must submit its Technical Qualifications with the contents below in the following order before the Technical Qualifications Deadline:
- 4.2.1.1. A **letter of introduction** that includes:
- .1 Proposer's legal name, business form (e.g., corporation, partnership, sole proprietorship), legal address, and company tax identification number.
 - .2 Name and contact information (telephone numbers, office addresses, and email addresses) of the person(s) who will have primary responsibility for providing services.
- 4.2.1.2. An **executive summary** that includes:
- .1 A brief business profile with the types of services offered, types of clients served, location of offices, and number of employees.
 - .2 Information that shows proposer has regularly and continuously engaged in the business of providing temporary staffing services for at least the last five (5) years.
 - .3 Information that shows proposer has the ability to access and provide a diverse pool of qualified temporary employees.
 - .4 Information that shows proposer has sufficient staff and resources to satisfy the temporary staffing needs of the Court.
 - .5 An **organization chart** with resumes of proposer's team if awarded the Contract.
- 4.2.1.3. A **list of references**, preferably of public agencies, with contact information (names, titles, telephone numbers, and email addresses) for those knowledgeable about your services, dates of service, and service scope.
- 4.2.1.4. A completed **Attachment B, Technical Qualifications**, that, for each item number on the form, includes the proposer's response narrative in the space provided that shows whether the proposer has the existing capability, will have the future capability, or can provide customized development for the Scope of Work line item. A proposer's response narrative should reference specific engagements (preferably with public



agencies) and tie to the experience of its proposed team so that the proposer's Attachment B clearly cross-references the other components of its Technical Qualifications submittal. If additional space is needed, a proposer may provide its response narrative on a separately attached sheet properly referenced to the applicable line item.

4.3. Presentations and Price Proposals

4.3.1. Proposers selected for the second phase of this RFP will be notified in writing of the date, time, place or remote presentation method, and format requirements. Each selected proposer must complete presentation and submit a Price Proposal before the Price Proposal Deadline.

4.3.2. **Presentations:** Each selected proposer will be required to:

- 4.3.2.1. Demonstrate how its solution would apply to Attachment A-1, Civil Case Exhibit Workflow;
- 4.3.2.2. Explain its work plan for providing a proof of concept using the Civil Case Exhibit Workflow as a basis;
- 4.3.2.3. Explain its work plan for providing the Court with a digital evidence case management solution per the Scope of Work:
 - .1 Describe how it will execute its work plan to meet the Court's needs and requirements;
 - .2 Demonstrate a clear understanding of the Scope of Work requirements and any challenges or risks;
 - .3 Include items such as key personnel, mitigation measures or approaches to challenges or risks, available customer service, timetables, deliverables, and communication methods, as applicable; and
 - .4 Describe how it will transition to a contract and complete its implementation of the Court's digital evidence case management solution.

4.3.3. **Price Proposal Deadline:** Price Proposals shall be submitted via email to _____, with a copy to _____, by no later than time **PST on** date for full consideration. Each selected proposer's Price Proposal must include a fee for Basic Services, fees for Additional Services if any, Certifications, and any proposed exceptions or changes to the Court's Model Contract in Attachment E. All contents of proposer's Price Proposal will be valid for a minimum of _____ days from the Price Proposal Deadline.

4.3.3.1. **Basic Services.** Each proposer must submit its Basic Services Fee in a Microsoft Excel Workbook (.xlsx) file.

- .1 Specify whether a fixed fee or not-to-exceed fee is proposed. If a **fixed fee** is proposed, provide a fee breakdown itemized by service/deliverable or milestone with a proposed schedule. All reimbursable expenses shall be included in the proposed fee. If a **not-to-exceed fee** is proposed, include the rates and the staffing plan used to calculate the fee and how the fee was calculated. Include services/deliverables and schedule. All reimbursable expenses shall be included in the rates used to calculate the proposed fee.
- .2 Unless expressly stated otherwise, the proposed fee is deemed to cover all Basic Services. Basic Services includes all price proposal items to provide the Court with a digital evidence case management solution per Attachment A, Scope of Work, except for the Optional Features under 1.3.8 thereof which are Additional



Services. Basic services shall include all initial/one-time and recurring costs, sales tax, shipping, and handling if applicable, reimbursable expenses (i.e., travel, postage and shipping, printing, and miscellaneous expenses). Include descriptions for initial/one-time and recurring costs, such as software license or subscription; maintenance and support; third-party products, software or services; storage; and professional services by type (e.g., project management, design, system integration, system implementation, testing, training, production, documentation, etc.).

- .3 Include a copy of any and all applicable Service Level Agreements (SLAs) and End User License Agreements (EULAs) in Word Document (.docx) files.
- .4 Include an explanation of how future rate increases will be minimized and capped and how proposer will notify the Court of price increases/decreases.

4.3.3.2. **Additional Services.** Additional Services are any exclusions or other services beyond or not included under Basic Services. Proposer shall provide an hourly rate per position (e.g., project manager, senior architect, etc.) or fee schedule and discount information with effective dates for any Additional Services, such as if the Court decides to add additional options in the future. Proposer shall specify any scalable options or expansion options as Additional Services. Include an explanation of how future rate increases will be minimized and capped and how proposer will notify the Court of price increases/decreases.

4.3.3.3. **Certifications.** All completed and signed Court form Certifications in PDF:
Attachment D-1, General Certifications
Attachment D-2, Darfur Contracting Act Certification
Attachment D-3, Unruh Civil Rights Act and California Fair Employment & Housing Act Certification
Attachment D-4, Iran Contracting Act Certification
Attachment D-5, Small Business Declaration (Optional)

- .1 Refer to each form for instructions and submission requirements for that form.
- .2 This RFP is eligible for the "Small Business" or "Microbusiness" incentive. Proposers must be certified as a "small business" or "microbusiness" by the California Department of General Services. Proposers must indicate if they are eligible for this incentive in their Price Proposal by submitting Attachment D-5, Small Business Declaration.

4.3.3.4. **Court's Model Contract in Attachment E.** Any proposed exceptions or changes to the Court's Model Contract in Attachment E, including any of the exhibits thereto, for the Court's consideration by returning a redlined Word Document (.docx) of the Model Contract. If a proposer does not submit the Court's Model Contract with redlined exceptions or changes with its price proposal, the Court shall deem that the proposer accepts the Court's Model Contract without exception.

4.3.3.5. A proposer's Price Proposal and all the above Court Certification forms shall be completed legibly.

4.3.3.6. Proposer shall make no stipulations on the Court's Certification forms nor qualify them in any way. Failure to comply with the requirement of this paragraph will result in the Price Proposal being rejected as nonresponsive.

4.3.3.7. Except for Attachment D-5, all of the above Court forms must be submitted to together with the proposer's Price Proposal. All portions of the submitted Court forms must be completed and must be signed and dated by a person or persons legally authorized to



bind Proposer to a contract. Failure to comply with the requirements of this paragraph will result in the Price Proposal being rejected as nonresponsive.

4.4. Public Agency Clause (“Piggybacking”)

Included in Attachment E, Model Contract.

4.5. Withdrawal and Resubmission/Modification

4.5.1. Prior to the applicable deadline, a submitted Statement of Qualifications or Price Proposal may be modified or withdrawn by notice to the Court’s Primary or Secondary Contact for this RFP. Such notice shall be in writing signed by Proposer and, in order to be effective, must be received via email on or before the applicable deadline.

4.5.2. A withdrawn Statement of Qualifications or Price Proposal may be resubmitted on or before the applicable Deadline, provided that it then fully complies with the RFP requirements.

4.6. California Rules of Court, Rule 10.500 – Public Access to Judicial Administrative Records

All materials submitted in response to this RFP will become the property of the State of California and shall become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500. Records created as part of Court’s Proposal and selection process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a Statement of Qualifications or Price Proposal contains material noted or marked as confidential and/or proprietary that, in the Court’s sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Court does not consider such material exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a Proposer is unsure if the information contained in its Statement of Qualifications or Price Proposal is confidential and/or proprietary, then it should not include the information in the applicable submittal.

4.7. Proposers is be responsible for all of its costs incurred related to responding to this RFP.

5.0 EVALUATION AND SELECTION PROCESS

5.1. General

5.1.1. A committee consisting of Court staff (“Evaluation Committee”) will comprehensively and impartially evaluate all Technical Qualifications, presentations, Price Proposals, and POC(s). The name, units, or experience of the individual members will not be made available to any proposer.

5.1.2. Responsive Technical Qualifications and Price Proposals will conform to the Court’s RFP requirements with complete, straightforward information clearly and concisely.

5.1.3. To be considered for evaluation in any phase, Proposers must meet the following minimum requirements:

5.1.3.1. Proposers must be responsive per this RFP.

5.1.3.2. Proposers must meet all Certification requirements per this RFP.

5.1.3.3. Proposers must hold any/all required licenses and permits to conduct business in State of California, County of _____, and if a Corporation, must be in good standing with the State of California.

5.1.4. The Court has the right to reject any Technical Qualifications or Price Proposal not accompanied by any item required by the RFP Documents, or that is in any other way incomplete or irregular.

5.1.5. The Court has the right, but is not required, to waive nonmaterial irregularities in a Technical Qualifications or Price Proposal.



- 5.1.6. The Court has the right, in its sole discretion, to reject any Price Proposal whose price is outside the competitive range.
- 5.1.7. The Court has the right to determine the highest evaluated Proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

5.2. Technical Qualifications Evaluation

- 5.2.1. The Court's Evaluation Committee will evaluate the Technical Qualifications using the Attachment B, Technical Qualifications, submitted by each proposer, and will rank each responsive Proposer using Attachment C-1, RFP Technical Qualifications Ranking and Scoresheet.
- 5.2.2. Technical Qualifications must be submitted on the Court's form Attachment B. Any Technical Qualifications not submitted on the Court's form shall be rejected as nonresponsive.
- 5.2.3. Proposers shall demonstrate experience in successfully providing or having the capability to provide the same or substantially similar services as described in Attachment A, Scope of Work.
- 5.2.4. The Court, in its sole discretion, may select the enter number highest ranking Proposers to advance to the second phase of this RFP for a presentation and to submit a Price Proposal.

5.3. Presentation and Price Proposal Evaluation

- 5.3.1. The Evaluation Committee will use Attachment C-2, RFP Presentations Ranking and Scoresheet to rank each proposer based on its presentation. Proposers shall receive cumulative points based upon the Ranking & Scoresheets completed by each Evaluation Committee member.
- 5.3.2. The cumulative total of points scored from all Scoresheets for each proposer shall be divided into the proposer's **Price Proposal Total** (based on an initial term of 3 years with 2 one-year renewals) to determine the cost per point. The lowest cost per point shall be the best value. (See examples below.) The proposer or proposers who offer the best value(s) to the Court shall be selected to advance to provide a POC. The Court reserves the right, in its sole discretion, to select more than one proposer to provide a POC.

Price Proposal Total ÷ Score = Cost per Point

Example 1: A has proposed the lowest cost per point

| Proposer | Price Proposal Total | Score | Cost per Point |
|----------|----------------------|-------|----------------|
| A | \$ 80,000 | 170 | \$ 471 |
| B | \$ 90,000 | 180 | \$ 500 |

Example 2: B has proposed the lowest cost per point

| Proposer | Price Proposal Total | Score | Cost per Point |
|----------|----------------------|-------|----------------|
| A | \$ 90,000 | 170 | \$ 529 |
| B | \$ 100,000 | 190 | \$ 526 |

- 5.3.3. The Court has the right per Section 5.5. below to request and/or require additional information from any/all proposers to complete an equitable line-by-line evaluation of the Price Proposals received.

5.4. Proof of Concept (POC) Requirements and Evaluation



- 5.4.1. The proposer or proposers selected to provide a POC for the third phase of the RFP will be notified in writing of the duration and specific proof of concept requirements.
- 5.4.2. Proposer(s) must sign Exhibit A-2.1: Confidentiality and Non-Disclosure Agreement, a copy of which is attached to the Court's Model Contract, before commencing work with the Court on the POC.
- 5.4.3. Proposer(s) and the Court shall dedicate resources to the POC(s) to satisfy their respective general performance obligations below.
- 5.4.4. The Court's general performance obligations for the POC include:
 - 5.4.4.1. Court resources shall be assigned as needed;
 - 5.4.4.2. Court shall provide access to, and make available, key personnel as necessary;
 - 5.4.4.3. Court shall provide complete, accurate and current information, to the extent available, to Proposer(s) within a reasonable time;
 - 5.4.4.4. Court shall review submitted documents and provide feedback within a reasonable time to allow the Proposer(s) to meet the POC schedule;
 - 5.4.4.5. Court shall furnish a dedicated workspace and access to equipment and facilities the Court determines are necessary for the Proposer(s) to meet the POC objectives and schedule;
 - 5.4.4.6. Court shall participate in regularly scheduled status review meetings to determine progress with the plan and identify issues that need immediate resolution. For critical issues, a response shall be provided within one business day unless otherwise agreed. For other issues, a response shall be provided within two business days unless otherwise agreed.
- 5.4.5. Proposer(s) general performance obligations for the proof of concept include:
 - 5.4.5.1. Proposer(s) shall rely on all decisions and approvals by the Court in connection with the POC and services;
 - 5.4.5.2. Proposer(s) shall provide deliverables to the Court to allow the Court a reasonable time to complete its review;
 - 5.4.5.3. Proposer(s) shall review all deliverables returned by the Court and shall address Court's comments to such deliverables within a reasonable time;
 - 5.4.5.4. Proposer(s) shall participate in regularly scheduled status review meetings to determine progress with the plan and identify issues that need immediate resolution. For critical issues, a response shall be provided within one business day unless otherwise agreed. For other issues, a response shall be provided within two business days unless otherwise agreed.
- 5.4.6. **Single POC.** The Court has the right, in its sole discretion, to recommend contract negotiations and contract award to one selected proposer who successfully completes its proof of concept and offers the best value to the Court.
- 5.4.7. **Multiple POCs.** If multiple POCs were completed, then at the conclusion of the POCs:
 - 5.4.7.1. Each Evaluation Committee member shall re-evaluate his/her Attachment C-2, RFP Presentations Ranking and Scoresheet, and if applicable, shall re-rank each proposer who provided a POC. Proposers shall receive cumulative points based upon the re-evaluated/revised Ranking & Scoresheets completed by each Evaluation Committee member.
 - 5.4.7.2. Each proposer who completed a POC will be invited to submit a Best and Final Offer of its Price Proposal.
 - 5.4.7.3. The cumulative total of points scored from all Scoresheets for each proposer shall be divided into the proposer's **Best and Final Offer Price Proposal Total** (based on an initial term of 3 years with 2 one-year renewals) to determine the cost per point. The



lowest cost per point shall be the best value. The proposer who offers the best value shall be selected for contract negotiations and possible award.

- 5.4.7.4. The Court reserves the right, in its sole discretion, to select more than one proposer for negotiations and to award a contract to more than one proposer.
- 5.4.8. The Court has the right, in its sole discretion, to extend a proposer's POC, to require an additional POC from the same proposer, or to select a different proposer to provide a POC at anytime.
- 5.4.9. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

5.5. Additional Information & Requirements

- 5.5.1. The Court has the right to seek clarification or additional information from any proposer throughout this RFP. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- 5.5.2. The Court has the right, at its sole discretion, to require proposers to complete any additional requirements or provide supplemental information. Each proposer must be prepared to conduct, oral demonstrations/presentations, interviews, and other discussions (written or verbal) on the content of its Technical Qualifications or Price Proposal. If the Court determines that additional demonstrations/presentations or interviews are required, the selected proposers will be notified in writing of the date, place, time and format of the demonstration/presentation or interview. Proposers will be responsible for all costs related to the demonstrations/presentations or interviews, which, at the Court's sole discretion, may be in-person, by remote appearance and/or teleconference. Failure to participate in such demonstrations/presentations or interviews presentations shall result in a proposer's disqualification from further consideration.

5.6. Protest Policy

For information on the Court's Protest Policy and how to submit a protest, see **Insert Link**.

END OF RFP INSTRUCTIONS



TECHNICAL QUALIFICATION RANKING & SCORESHEET SUMMARY

RFP #__

(Internal Court Use Only)

| COMMITTEE MEMBER | PROPOSER 1 | PROPOSER 2 | PROPOSER 3 | PROPOSER 4 | PROPOSER 5 | PROPOSER 6 |
|------------------|------------|------------|------------|------------|------------|------------|
| | 20 | | | | 30 | 10 |
| | 30 | 10 | | | 20 | |
| | 30 | 10 | | | 20 | |
| | 20 | 10 | | | 30 | |
| | 30 | | | | 10 | 20 |
| | 30 | 10 | | | 20 | |
| | 30 | | | | 20 | 10 |
| | 10 | | | 20 | 30 | |
| | 10 | | | | 20 | 30 |
| | 20 | 10 | | | 30 | |
| | 230 | 50 | 0 | 20 | 230 | 70 |

Final Rank Based on Points

Rank 1 - Tie

Rank 3

Rank 1 - Tie

Rank 2