

**SUPREME COURT OF APPEALS OF WEST VIRGINIA**

**REQUEST FOR PROPOSALS**

**INTEGRATED MANAGEMENT SYSTEM  
FOR  
COURT CASE / DOCUMENT / E-FILE**

**Submit Proposal Responses by Email to:**

**RFP@courtsww.gov**

**Proposal Release Date**

June 30, 2023

**Proposal Submittal Date**

July 31, 2023

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## 1.0 INTRODUCTION.

The Supreme Court of Appeals of West Virginia (“SCAWV”) is issuing this Request for Proposal (“RFP”) to acquire an electronic court case management solution, comprised of case management (“CMS”), document management (“DMS”), and E-file management system(s) (the “System”) for the Circuit, Family and Magistrate Courts.

Vendors may submit single-vendor solutions or solutions comprised of multiple vendors working together to provide the complete System with a **single vendor point of contact for all solutions**. SCAWV reserves the right to reject proposals or parts thereof and to waive minor irregularities in responses. SCAWV reserves the right to accept the proposal based on criteria other than the lowest bid. SCAWV will direct special attention to the qualifications of the vendors when awarding this proposal, as well as software architecture, software features, and past successful implementations.

Submit proposal documents before midnight 12:00 a.m. July 31, 2023, via e-mail to [RFP@courtswv.gov](mailto:RFP@courtswv.gov) with “CMS RFP 2023” in the subject line, All directed questions should be emailed to the same address with “CMS RFP 2023 Questions” in the subject line.

Vendors should not attempt to contact any staff or officials within the West Virginia judicial system directly. Vendors may submit questions until July 24, 2023.

SCAWV will share all questions and answers to any interested vendor following the open question period. To request receipt of these questions and answers, or to be included on all future announcements and updates, please submit an email to [RFP@courtswv.gov](mailto:RFP@courtswv.gov) with “CMS Distribution List” in the subject line.

The Supreme Court of Appeals of West Virginia reserves the right to alter specifications prior to the proposal opening by issuance of an addendum to the vendors. If we deem necessary, we will extend additional time to comply with the specifications in the addendum.

## **2.0 BACKGROUND, EVALUATION METHOD, CRITERIA, & TIMING**

### **2.1 BACKGROUND**

The SCAWV administers a unified court system throughout the State of West Virginia, including the Supreme Court of Appeals, the Intermediate Court of Appeals (ICA), circuit courts (including the Mass Litigation Panel, the Business Court Division, and treatment courts), family courts, and magistrate courts.

Circuit courts are West Virginia's general jurisdiction trial courts of record. The state's fifty-five counties are divided into thirty-one circuits with seventy-five circuit judges, and effective January 1, 2025, the circuit courts will be divided into thirty circuits with eighty circuit court judges.

Family court judges hear cases involving divorce; annulment; separate maintenance; paternity; grandparent visitation; issues involving allocation of parental responsibility; and family support proceedings, except those related to child abuse and neglect proceedings. Family court judges also hold final hearings in domestic violence civil proceedings. There are twenty-seven family court circuits in the state served by forty-seven family court judges, and effective January 1, 2025, the number of family court judges will increase to forty-eight.

There are 159 magistrates serving West Virginia who oversee the application and enforcement of state laws, municipal laws, and court procedures, and effective January 1, 2025, the number of magistrates will increase to 169. They have jurisdiction over civil cases with less than ten thousand dollars in dispute, misdemeanor criminal cases, preliminary matters in felony cases, emergency protective orders, and several other subjects.

Additionally, there are several specialty courts throughout West Virginia that maintain distinct caseloads.

The circuit (excluding Mass Litigation Panel, Business Court, and treatment courts) and family courts (including all lower courts, excluding family treatment court) in the 55 counties share a single database, as they are on the same CMS, E-file, and document management systems.

The magistrate courts in the 55 counties share a single database as they are on the same CMS and DMS.

Approximately 2500 total internal users will be utilizing the System when all lower courts are implemented. Further information regarding SCAWV is available at <http://www.courtswv.gov/>

## **MAGISTRATE AND CIRCUIT CLERKS**

The court clerk is the keeper of the record and fiduciary for court cases. Specific responsibilities include docketing all cases, maintaining the case record, collecting, and distributing fees, and many other court operational activities.

The primary goal of this procurement is to provide a single System for judges, magistrates, clerks and their respective staff. The Court-assigned Project Manager will work with the vendor to determine points of contact for each implementation. Resources within each county's circuit and magistrate court clerk's office will be the key end users of the solution (e.g., magistrate clerks, circuit clerks, deputy clerks, and financial/accounting staff).

### **2.1.1 PROJECT OBJECTIVES / SCOPE**

1. SCAWV desires to obtain an integrated System (case management, document management, and E-File systems with an open architecture having the ability to transfer needed files between the respective courts. The CMS should be able to interface with Tyler Technologies Appellate Case Management System used in the Appellate courts.
2. SCAWV desires the System to
  - o provide easy access to information and an intuitive end-user reporting system; to include statistics and data analysis,
  - o have a workflow engine that will allow business process configuration unique to the needs of the SCAWV,
  - o reduce redundant data entry, reduce paper flow, and streamline best practices,
  - o provide ePayments,
  - o provide users the ability to create API(s) for interface into other systems, and
  - o contain robust document management and storage.

3. SCAWV desires the System to utilize the following preferred standards:

<b>Technical Function:</b>	<b>Preferred Technology Platform:</b>
Server Operating Systems	Windows Server 2019+
Client Operating Systems	Windows 10/11
Database Software	MSSQL
Web Server Software	IIS
Web Browser	Microsoft Edge (Chromium Based)
Mail Server Software	Office 365
Authentication and Authorization	Active Directory
Office Applications	Office 365

### **2.1.2 SUMMARY OF KEY SPECIFICATIONS**

1. SCAWV desires a System

- with financial reconciliation and reporting for the CMS and E-File modules within the System.
- that is Commercial off the Shelf (COTS) requiring minimal customizations.
- that could integrate with existing Court applications.
- that is expandable and scalable to meet future business and technology needs.
- that has a proven successful implementation history.

2. Vendor must provide all standard Federal and State required reports along with all reporting to National Center of Courts and remain in compliance as they change.

3. Vendor must comply with all applicable West Virginia law required for contracts with a state government entity, including banking requirements. If necessary, Vendor must agree to sign a STATE OF WEST VIRGINIA. ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS ("WV-96").

## **2.2 EVALUATION METHOD**

SCAWV will evaluate all proposals deemed responsive to this request.

### **2.2.1 SHORT LIST SELECTION**

SCAWV may select multiple System vendors from the RFP responses for further evaluation. The short list will be selected by evaluating the vendor's response covering criteria outlined within this RFP. Additional discovery may be performed to assist in selecting the short list vendors. The short list vendors may be contacted in writing regarding their status as short-listed vendors. SCAWV reserves the right to withhold notice of the selection of short-listed vendors until a decision is made to award the contract, or to forego awarding the contract.

### **2.2.2 DEMONSTRATION SCENARIOS AND SITE VISITS**

SCAWV will further evaluate vendors' solutions by utilizing scripted scenarios. Each short-listed vendor will be provided the scripted scenarios that are to be used to prepare for an on-site/virtual solution demonstration. The short-listed vendors will be further evaluated based on the results of reference checks, additional discovery, ( and at the option of SCAWV), organized site visits at vendor's customer sites. Vendors will provide SCAWV with a list of five (5) potential customer sites and unless other arrangements are made, SCAWV may select one or two sites to visit. Customer sites should be using the same major version of the software being proposed, and similar in scope and complexity.

*Please note that demonstrations for short-listed vendors will be conducted in September 2023. Specific days and times for each short-listed vendor will be determined later, but vendors should be prepared to conduct the Virtual/On-Site demonstrations during this timeframe.*

*It is expected that the vendor's proposed project manager will take part in the demonstration sessions.*

### **2.2.3 FINAL SELECTION**

The SCAWV will select the finalist by compiling the qualifications, solution demonstrations, site visits, references, and price evaluation criteria of the top ranked vendor that SCAWV feels would make the best solution provider. At the conclusion of solution confirmation and best offer, a recommendation for selection will be presented to the Justices of the SCAWV. Final selection must be approved by a majority of the Justices of the SCAWV.



## **2.2.4 SOLUTION CONFIRMATION/BEST OFFER**

Upon selection of the finalist, SCAWV may request the finalist to conduct a solution confirmation workshop intended to confirm all requirements and representations in order to complete the best and final offer. This workshop may include additional demonstrations, confirmation of the Requirements worksheets, or any additional items that either party requires to be confirmed. The vendor will then complete a best offer. The best offer will form the basis for contract negotiation.

## **2.2.5 CONTRACT NEGOTIATIONS**

Upon SCAWV approval of the finalist, contract negotiations will be initiated.

## **2.3 EVALUATION CRITERIA**

The SCAWV intends to procure a functionally complete and cost-effective System. Responses to this RFP will be evaluated and scored according to the following criteria:

### **2.3.1 STAGE 1**

**Conformance with RFP Guidelines and Submittal Requirements:** The vendor must follow all RFP guidelines and submittal requirements, including the completion of required forms and templates.

**Vendor's Ability/Willingness to Accept the Terms and Conditions:** The vendor's ability to accept the contract terms and conditions "as is," as outlined in the STATE OF WEST VIRGINIA. ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS ("WV-96") and/or W. Va. Code § 5A-3-62, acknowledge responsibility for ensuring that the proposed solution is in line with the vendor's proposal and responses, and their willingness to incorporate their responses as part of the contract.

### **2.3.2 STAGE 2**

**System Functionality and Architecture:** Including how well the System meets the overall needs of SCAWV, as well as the maturity of the software solution, the use of current technology that is in line with SCAWV capabilities, the proposed environment, and the overall architecture. The majority of points will be awarded based on the scoring of the requirements matrices.

**Company Background and Experience:** Including the vendor's financial and organizational stability, as well as the firm's experience performing work of a similar nature to that solicited in this RFP. Vendor agrees to allow the SCAWV to inquire with prior clients to the extent allowed under vendor's existing contractual relationships.

**Staffing and Organization:** Including the experience level and competence of the proposed consultants and organizational staff in performing similar work for other clients and the comparability of that experience to the business and technical environment of SCAWV.

**Responsiveness:** Including how well the vendor demonstrates its understanding of SCAWV project goals and objectives and how it perceives its role in carrying out the responsibilities required by this implementation.

**Project Work Plan and Schedule:** Including the vendor's demonstrated understanding of the overall scope of work for this project, the proposed project approach and methodology, as well as the thoroughness and completeness of the implementation, integration, testing, training, and deployment plans.

**Cost Proposal:** Pricing is an important aspect of the overall evaluation of the vendor's response, but not necessarily the sole deciding factor.

### **2.3.3 STAGE 3 (short-listed and finalist vendors only)**

**Demonstration of Scripted Scenarios:** Short-listed vendors will be invited to provide demonstrations of the proposed solution, based on scripted scenarios provided by SCAWV.

**Client References:** SCAWV will conduct reference calls to other organizations similar in size and composition to the SCAWV. Topics discussed will include the quality and timeliness of work performed by the vendor and its proposed consultants for previous clients and the comparability of such work to the requirements of this RFP.

**Site Visits:** SCAWV may conduct site visits of customer sites recommended by the vendor.

<b>Evaluation Factors</b>	<b>Points</b>
Local (West Virginia) Preference	5
Compliance with functional and technical requirements	30
Configurability of solution	10
Customer and Technical services and support	10
Company financial stability and references	10
Implementation Approach	30
Total Cost of Ownership	10
<b>Total Points</b>	<b>105</b>

#### **2.4 ESTIMATED PROCUREMENT SCHEDULE**

<b>Anticipated RFP Schedule</b>	
RFP Issue Date	June 30, 2023
Final Date for Vendors to Request Clarifications to RFP	July 24, 2023
SCAWV Response to Requested RFP Clarifications Published	July 28, 2023
Proposals Due from Participating Vendors	July 31, 2023
Solution Demonstrations by Selected Vendors (2 days)	September 2023
Follow up Demonstrations	October 2023
Anticipated Finalist Selection	November 2023
<b>Anticipated Project Start Date</b>	<b>January 1, 2024</b>

SCAWV is an Affirmative Action – Equal Opportunity employer. Respondents to the RFP agree and warrant that in the performance of the work on this project, the firm will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, or physical disability. The respondents may be asked to provide their employment practices and procedures.

### **3.0 ADMINISTRATIVE REQUIREMENTS & CONTRACTUAL TERMS & CONDITIONS**

#### **3.1 ADMINISTRATIVE REQUIREMENTS**

SCAWV requires a fixed fee for the Annual Maintenance Agreement and the license portion of the Software and Services Contract. The services portion shall have a “not to exceed” amount. The vendor is expected to design, supply, install, configure, test, train on, commission, and host (if applicable) a system that fully complies with the specifications and requirements and the statement of work for the negotiated price.

Vendor should invoice SCAWV for services based on mutually agreed upon milestones.

SCAWV will retain 10% from each milestone-based service invoice and will release the retention 90 days after final acceptance of the software for each track of the project. The proposed System shall be determined to be finally accepted by SCAWV after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware, software performance, system functional competence, system capacity, full-load processing capacity, approval of documentation (as-built, training, and system). SCAWV and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

In case of default by the vendor, SCAWV may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to SCAWV.

SCAWV shall be entitled to all future releases and upgrades, whether of a “minor” or “major” nature, of vendor software for no additional cost beyond the Annual Support Agreement fees.

The vendor must agree that solutions prescribed in their proposal response will remain available and supported for a minimum of six (6) years from the time the contract is signed and that any material changes to vendor’s company or products will not affect SCAWV’s implementation or support.

All proposals must be signed with the vendor’s name and by a responsible officer or agent. Obligations assumed by such signature must be fulfilled.

Vendor must read SCAWV’s terms and conditions provided in this RFP.

### **3.2 SUBMISSION OF PROPOSAL**

Submit proposals no later than midnight 12:00 am EST. July 31, 2023. Proposal must be emailed to RFP@courtswv.gov

- All forms and questionnaires (including the requirements matrices and cost) must be completed using the templates provided by SCAWV.
- Information must be furnished in compliance with the terms, conditions, provisions, and specifications of the RFP. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. The response must follow the RFP Response Outline provided in the RFP.
- SCAWV reserves the right to declare submission as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.
- SCAWV reserves the right to refuse proposals, modifications, or corrections received after the closing date specified.
- Proposals shall include budgetary estimates for all phases of the implementation process.
- In the Transmittal Letter (see Section 4.2), vendors will designate, by name, who will receive offers and counteroffers. The person named must be an authorized agent of the vendor able to conduct negotiations or written offers in good faith.
- Please email all questions and matters relating to this RFP to RFP@courtswv.gov.

### **3.3 TERMS AND CONDITIONS**

The successful vendor(s) must enter into a contract that complies with or incorporates W. Va. Code § 5A-3-62 and the terms and conditions in the State of West Virginia's Addendum to Vendor's Standard Contractual Forms "WV-96", attached as Addendum A to this proposal. **Additionally, the final contract will also include a copy of the vendor's proposal, including responses to the requirements matrices, and require that the successful vendor's products (software, hardware, hosted solutions, and services) are compliant with those responses.** Proposals should include a statement indicating the vendor's willingness/ability to accept the terms outlined in this RFP "as is," including proposed insurance requirements and acknowledgement that the vendor's proposal and responses will be included as part of the contract terms or detailing the reasons why they are not willing or able to do so.

### **3.4 OWNERSHIP OF DATA AND CONFIDENTIAL INFORMATION**

SCAWV owns all court records and customer data stored on the servers housing the System. In addition, information disclosed or obtained by one party in connection with and during the term of the final contract and designated as “Confidential” by the party claiming confidentiality at the time of disclosure remains confidential and shall not be disclosed. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of the contract, is publicly disclosed either prior or subsequent to the other party’s receipt of such information or is rightfully received by the other party from a third party without obligation of confidence. The Vendor shall provide Customer’s Confidential Information only to Vendor’s employees that have a specific need for that information.

Vendor acknowledges that the SCAWV is a state government entity subject to West Virginia’s Freedom of Information Act. Vendor should consult West Virginia law for an understanding of whether or not certain portions of its proposal, supplemental submissions, or executed contract are subject to production upon request.

### **3.5 PROPOSAL POSTPONEMENT AND ADDENDUM**

SCAWV reserves the right to revise or amend the specifications or any other part of the RFP up to the submittal due date by way of written addendum. Verbal responses and/or representations shall not be binding on SCAWV. Copies of such addendums shall be furnished to all prospective vendors.

### **3.6 VENDOR COST TO DEVELOP PROPOSAL**

All costs for preparing and submitting proposals, including travel, software demonstrations, and labor in response to this RFP are to be the responsibility of the vendor and will not be chargeable in any manner to SCAWV.

### **3.7 VENDOR INVESTIGATION**

Before submitting a proposal, each vendor shall perform all due diligence necessary to carry out the full performance of the contract and inquire with the SCAWV regarding any questions or concerns in that regard. If the vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the vendor for additional compensation.

### **3.8 AWARD**

- SCAWV reserves the right to reject proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of SCAWV.
- SCAWV reserves the right to issue single or multiple contracts with one or more vendors.
- SCAWV reserves the right to negotiate modified proposals in the event it rejects one or more components of the software/services from the original proposal.
- In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general will also be considered with any other relevant factors. See Evaluation Criteria for specifics.
- Vendor shall submit to SCAWV, for approval, within ten business (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Part VI.
- The vendor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by SCAWV and vendor has received an executed copy of the contract from SCAWV.

### **3.9 NON-COLLUSION AFFIDAVIT**

The vendor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the vendor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

## 4.0 VENDOR RESPONSE FORMAT & CONTENT

Please format your proposal as described below. Deviating from this format may result in disqualification from further consideration during the evaluation stages.

Section	Title
4.1	Title Page
4.2	Letter of Transmittal
4.3	Table of Contents
	Executive Summary
	Company Background and Experience to include all Judgments, Litigation, and disputes
	Software Pricing
4.5	Vendor References
4.6	Project Staffing and Organization
	Implementation and Training Approach
	System and Technical Description
	Software Maintenance and Support
	Project Team Resumes
	System Requirements Matrix
	Appendix
	A. WV-96 Addendum
	B. Contractor Information
	C. Contractor Qualification Form
	D. List of Sub Contractors
	E. Financial & Legal Stability Statement
	F. Insurability Statement



#### **4.1 TITLE PAGE**

The title page should include, at minimum, the following:

- **Name of Project** [Supreme Court of Appeals of West Virginia Electronic Court Case Management System]
- **Submitted by** [Company's Name]
- **Date of Submittal**

#### **4.2 LETTER OF TRANSMITTAL**

The transmittal letter will:

- Indicate the intention of the vendor to adhere to the provisions described in the RFP without modification; the vendor should include a signature line for Contract Compliance,
- Identify the submitting organization,
- Identify the person, or persons by name and title, authorized to contractually obligate the organization,
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address,
- Explicitly indicate review and the acceptance of the legal requirements required to enter into a contract with the State of West Virginia and the SCAWV, provide acknowledgement that the proposal submitted, including responses to the Requirements worksheets, will be included as part of the contract, and identify exceptions or "deal breakers",
- Acknowledge the proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted,
- Provide the signature of the person authorized to contractually obligate the organization,
- Signed by a company representative who is authorized to negotiate on behalf of the company.

## **4.3 TABLE OF CONTENTS**

The table of contents should outline Sections 4.1. thru 4.9., as described previously in this section.

### **4.3.1 EXECUTIVE SUMMARY**

Include a brief executive overview of your proposal, the benefits you bring to the project, any partnering and subcontracting arrangements you plan to use for this contract, and any additional noteworthy information.

### **4.3.2 VENDOR QUALIFICATIONS, FINANCIAL STABILITY, AND LITIGATION HISTORY**

The vendor should provide

- A brief profile of the company,
- A brief description of the organizational structure and primary products and services provided,
- A list of all entities in which the Company's stakeholders have ownership or beneficial interest, and a description of the nature of such interest,
- Other major products or services offered,
- Company's strategic direction in software design and support,
- Company's present and future strategy (general) regarding court clients and related to the company's products and service specific to those clients,
- Company's commitment and track record serving court clients,
- A general description of the company's financial condition,
- Provide three (3) years of financial statements,
- Provide information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company,
- Company's experience in performing work of a similar nature to that solicited in this RFP,
- Highlight participation in similar work by the key personnel proposed for assignment to this project.

### 4.3.3 SOFTWARE PRICING

Pricing is an important aspect of the overall evaluation of the vendor’s response. Vendors are instructed to use the Pricing Worksheet below. Failure to use the provided worksheet may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. Please provide the level of detail as defined in the pricing worksheet. Clarification may be sought for incomplete responses. If clarifications are not received by the specified due date, they will be considered non-responsive and precluded from evaluation.

### 4.4 SYSTEM PRICING PROPOSAL

**4.4.1 CORE PACKAGE** (Include the Core Module and any other Modules required to meet the requirements as found in the Specification.)

(1) Module	(2) License Price	(3) License Metrics *	(4) Implementation	(5) Training	(6) Extension
1.					
2.					
3.					
4.					
5.					
6.					
<b>A. CORE PACKAGE SUBTOTAL (sum of 1 through 6)</b>				<b>\$</b>	

\* Each Proposer should indicate the license metrics of its pricing by using the following designators:

"C" = Computer      "N" = Named User, Single Server      "U" = Concurrent User  
 "E" =Enterprise      "O" = Other

**INITIAL YEAR SUPPORT AND MAINTENANCE:** (This obligation shall commence on the date the System is completely operational, tested, and accepted by the SCAWV and shall continue in effect for the 12-month period thereafter)

**B. INITIAL YEAR SUPPORT AND MAINTENANCE:**

**\$**

<b>C. INITIAL YEAR HOSTING (if applicable):</b>	<b>\$</b>
<b>TOTAL PROPOSED PRICE (SUM OF A &amp; B)</b>	<b>\$</b>

**4.4.2 EXTENDED PRICING**

EXTENDED SUPPORT AND MAINTENANCE: (Extended support and maintenance will follow the initial year of support and maintenance and each year of extended support and maintenance shall be at the option of the SCAWV.)

Year 2 Extended Support and Maintenance	\$ _____
Year 2 Extended Hosting (if applicable)	\$ _____
Year 3 Extended Support and Maintenance	\$ _____
Year 3 Extended Hosting (if applicable)	\$ _____
Year 4 Extended Support and Maintenance	\$ _____
Year 4 Extended Hosting (if applicable)	\$ _____
Year 5 Extended Support and Maintenance	\$ _____
Year 5 Extended Hosting (if applicable)	\$ _____
Year 6 Extended Support and Maintenance	\$ _____
Year 6 Extended Hosting (if applicable)	\$ _____

#### 4.4.3 DETAILED HARDWARE SPECIFICATION AND PRICING

(Include a description of the minimum, recommended, and optional hardware required to run the system and its client software.)

[Enter Text Here]

(Include description and pricing for hardware items for which the vendor is the sole proprietor.)

[Enter Text Here]

#### **4.5 VENDOR REFERENCES**

List five of your customers that we can contact for references related to the solution proposed, including contact names, addresses, phone numbers, and a brief project description. These customers should be able to talk about their experience with your product functionality, API, customer support, and implementation methodology. Please use the following format:

<b>Organization Name</b>	
<b>Address</b>	
<b>Contact Person</b>	
<b>Phone No.</b>	
<b>Email</b>	
<b>Brief Project Description</b>	

<b>Organization Name</b>	
<b>Address</b>	
<b>Contact Person</b>	
<b>Phone No.</b>	
<b>Email</b>	
<b>Brief Project Description</b>	

<b>Organization Name</b>	
<b>Address</b>	
<b>Contact Person</b>	
<b>Phone No.</b>	
<b>Email</b>	
<b>Brief Project Description</b>	

<b>Organization Name</b>	
<b>Address</b>	
<b>Contact Person</b>	
<b>Phone No.</b>	
<b>Email</b>	
<b>Brief Project Description</b>	

<b>Organization Name</b>	
<b>Address</b>	
<b>Contact Person</b>	
<b>Phone No.</b>	
<b>Email</b>	
<b>Brief Project Description</b>	

#### **4.6 PROJECT STAFFING AND ORGANIZATION**

This section shall identify key personnel who will be assigned to the project, assuming a January 1, 2024 start date. An organization chart for the project shall be provided. The chart shall indicate how the vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers, and all other key personnel. The parties specifically acknowledge and agree that no vendor personnel shall be considered an employee of the SCAWV, and shall at all times remain entirely under the direction, supervision, and control of vendor.

The Vendor will provide project management for the duration of the project and resources to execute all project management tasks, functions and activities. In addition, Vendor will maintain and update project entries and associated Work Products on a timely, regular, and ongoing basis.

#### **Objectives:**

- Develop an understanding of the needs and challenges of the AOC in implementing a new case management solution.
- Engage with AOC technical and business stakeholders to ensure understanding and build trust in the product and implementation team.

The Vendor shall describe how they will go about Project Initiation activities and work products including, but not limited to, kickoff, project planning and management, status updates, stakeholder communication, and deliverables.

The Project Manager designated by the vendor shall have the overall responsibility to SCAWV. The Project Manager shall have the responsibility for the day-to-day communications with SCAWV, to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule. **The Project Manager must have at least three years of experience in administering project management services of the proposed software for a statewide court system or other system of a similar magnitude.** A resume of the Project Manager must be provided.

Each team member included in the project organization chart shall be identified by name, and a resume or profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned. **Each proposed team member must have a minimum of three (3) years of experience with an installation of the current (or one previous) version of the proposed software for a client court.**

Please also indicate the anticipated percentage of time each team member will be dedicated to SCAWV implementation throughout the course of the project.

The specific staff identified in the proposal may not be changed prior to commencement of work or during the course of the project without two-week notice to the SCAWV. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

#### **4.6.1 IMPLEMENTATION & TRAINING APPROACH**

In this part, the vendor is requested to provide details of its methodology and implementation strategy plan (“Plan”). The Plan shall provide a narrative description of the implementation work tasks, as well as any substantive or procedural innovations used by the vendor on similar projects that are applicable to the services described in this RFP. Note, the vendor’s experience with similar organizations and “Industry Best Practices” should be reflected in the Plan. Additionally, the SCAWV may require vendor to perform Project Management activities on a web-based Project Management tool or portal of SCAWV’s choosing to enhance review and collaboration.



The Plan shall address the following:

1. Detailed Implementation Schedule, assuming a January 1, 2024 project start date
2. Project Management Services
3. Planning
4. Implementation
5. System Integration Plan
6. Data Conversion Plan
7. Data / System Interface Plan
8. Test Plan
9. Training Plan
10. Documentation
11. System Deployment
12. Pre and Post Go-Live Support

The Plan must be prepared with suggested major tasks and payment milestones that include SCAWV acceptance review. These payment milestones should clearly identify quantifiable, measurable sub-tasks to allow determination of milestone completion status during all phases of the project. The Plan should indicate critical path tasks and dependencies between tasks.

The Plan should address the resources expected from SCAWV in order to successfully carry out all the implementation activities. The Plan should be of sufficient detail to provide SCAWV the necessary task, resource, and sequence information to allow for logistics and staff allocation planning. The vendor's Plan must state any facilities, data, and other requirements that SCAWV will be expected to provide, as well as any specialized system personnel that would be required at SCAWV to maintain and operate the proposed system.

The vendor's Plan should specify the recommended time period for each phase of the project. The vendor should cite instances of actual implementation timeframes (where the proposed strategy was applied) on previous similar engagements.

The Plan must include the proposed responsibilities of the Project Manager. The Plan must describe the vendor's program control methods for demonstrating vendor's performance, adherence to and control of the project schedule and budget.

The Plan must describe the vendor's commitment of resources for Technical and Functional-Area Team Members. This Team consists of the experts in the various modules of the proposed software for SCAWV. The Plan must display the amount and timing of the proposed effort within the project milestones.

The Plan must include the time and resource commitment for testing and accepting the system components and configuration within SCAWV's simulated production environment.

The Plan must include the vendor's recommended training curriculum for end users of the selected software and for SCAWV staff responsible for ongoing system maintenance and support. The curriculum must include detailed listings of training programs for technical staff, configuration staff/core users, senior management, and information/end users. Additionally, the Plan must state the method of training (instructor-led hands-on classroom training, train-the-trainer, offsite public classroom training, web-based training, etc.), the number of training hours to be provided, and the size of the recommended number of participants in each training program and the infrastructure and systems required.

The Plan must include the vendor's recommended deployment strategy for converting from the testing environment to the "live mode" of operation. This effort must describe the final steps of the process and the amount of resources required to successfully complete this task. The procedure must include vendor's site preparation, rollout, migration, turnover to production, and organizational transition strategies.

The Plan must include a description of the vendor's post-implementation technical support programs. This must include the types of programs available, the hours and days of operation, and information on response time for both urgent and non-urgent assistance requests. Full details of the service level agreements offered should be provided, including penalties for non-compliance.

Although SCAWV is requesting a Plan as part of the RFP response, it recognizes that the vendors may need to refine the Plan during implementation. Thus, the SCAWV expects the selected vendor to develop a detailed Plan as part to their Scope of Work and to be submitted no later than 30 days after execution of the contract.

SCAWV understands that each vendor will have their own implementation methodology derived from their industry experience and software requirements. However, to allow for objective determination by SCAWV staff as to the quality and feasibility of each respondent's Plan, the Plan will need to be sufficiently detailed.

*The Plan should be submitted in Gantt chart format.* At a minimum, the Schedule must show phases, tasks, sub-tasks, and staff utilization, including new government resources. SCAWV may request task expansion or contraction, additional task details, and/or scheduling modifications within the Plan prior to award of the contract.

## **4.7 SYSTEMS AND TECHNICAL DESCRIPTION**

**Vendors should address the following:**

### **4.7.1 SERVER CONFIGURATIONS**

- Provide the number of servers, processor configurations and speeds that will support the proposed solution. Include number of processors, memory, and storage requirements for each server.
- Provide the communication requirements for servers.
- Identify the required operating system, version and service packs or patches required to support the proposed solution. Identify any additional software required to support the proposed solution.
- Please state if the needed servers may be virtual servers or cloud based; if so, please state what platforms are supported.

### **4.7.2 WORKSTATION CONFIGURATIONS**

- Provide the workstation configurations that will support the proposed solution. Include processor speeds, memory, and storage configuration.
- Provide the communication requirements for PCs.
- Identify the required operating system, version and service packs or patches required to support the proposed solution. Identify any additional software required to support the proposed solution.

### **4.7.3 OVERVIEW OF SYSTEM DESCRIPTION**

- Identify the supplied software modules, system architecture, and development tools.
- Identify the recommended hardware for all environments, including test, training, and production.
- Describe recommended redundancy and fault tolerance guidelines.
- Identify any additional recommended operating environments: test, training, and production.
- Describe the application security environment.

- Describe your future direction and plans for the software.
- Describe all pre-existing interface points.
- Describe the required skills and resources needed by SCAWV to technically support and maintain the system.
- Describe your upgrade policies, frequencies, and costs.
- Describe software licensing (server, user, processor based, etc.)
- Describe maintenance and support.

#### 4.7.4 DETAILED TECHNICAL DESCRIPTION

This section should contain all pertinent information about the proposed hardware and operating system, utilities, and tools used in the development of the software, the database management system, the user interface, and the architecture of the system. At a minimum, the vendor shall discuss the following:

- **Scalability:** Analyze current and projected future system capacity.
- **Application configuration and support components:** Provide application development tool kit, load testing, automated scheduling, utilities to monitor resource utilization, web development tool kit, report generation scripts, audit and system logging, migration/change control tools, etc.
- **Database architecture:** Include utilities for database performance monitoring and tuning that comply with industry standards
- **Database performance and optimization:** Provide load balancing and/or clustering ability for extended scalability and performance
- **Database integrity:** Include history tracking within the database, logging options, record locking, etc.
- **Server architecture:** Provide the recommended system requirements, to include the minimum system requirements for each environment needed by SCAWV to achieve the requirements detailed in this RFP.
- **Configuration tool kit:** Include Database Configuration Tools, Business Process Management Tools, User Interface Management Tools, etc.
- **System Diagrams:** Include any applicable system diagrams to explain requirements and options more clearly.
- **End user experience:** Include expected response time benchmark test results based on recommended configuration.

- **Security:** Describe the technical controls that are in place to ensure confidentiality, integrity, and availability.

#### **4.8 SOFTWARE MAINTENANCE AND CUSTOMER SUPPORT**

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities. This proposed support must include software maintenance, product help desk, product fixes, product enhancements and regular product releases based on a defined on-going maintenance fee. The vendor should discuss its upgrade policies and upgrade history of the proposed solution. The vendor must have the ability to provide remote support to diagnose and correct problems real-time. The vendor should describe the process for SCAWV to request future product enhancements. The vendor must propose the on-going costs for product maintenance and upgrades for a 5-year period in the pricing response. Software Maintenance and Support Services agreements will commence once the application has been accepted into production/go-live.

The vendor is also requested to provide details of its software maintenance and update methodology, including how software updates are distributed, frequency of updates and recommended approaches for SCAWV to test and install software updates prior to rolling them into production. The vendor should provide information regarding the types of skill sets required to implement incremental and major updates to SCAWV's production environment as well as how the vendor recommends ensuring that custom configuration and custom code is addressed during the upgrade to ensure that no customer-specific changes are lost.

The vendor should also describe the Quality Assurance measures in place to ensure code is thoroughly tested prior to releasing it to SCAWV.

The vendor should discuss if there is a forum where users can report and address software issues. Additionally, the vendor should discuss how much influence customers have in product direction, including technology used, enhancements, and new features, including the process used to provide input, feedback, and software roadmap reviews.

The vendor should disclose if national and regional user groups exist for users to meet and discuss the different ways in which the software can be implemented.

Vendors should also provide details on their Technical Support and Help Desk infrastructure, staffing levels, organizational structure, and abilities. This includes hours of operation, issue management and tracking tools, service level agreements, and a general description on how SCAWV would interact with Technical Support and Help Desk staff.

## 5.0 SYSTEM AND VENDOR REQUIREMENTS

This section lists the requirements for **Court Case Management, Document Management, and E-file Management** or **E-File** system(s) with a successful vendor.

Explicitly indicate whether your currently released product meets the requirement by placing an “X” in the appropriate column.

- **Yes:** Mark “yes” if the current release of your product meets every aspect of the requirement exactly as written. Comments elaborating on how you meet these items are encouraged, though not required.
- **Partial:** If you partially meet the requirement, mark “partial.” Provide comments in the related comments area regarding what aspects of the requirement you do or do not meet.
- **No:** If you do not meet the requirement, please mark “no.” If you do not currently meet the requirement but will in a future release or feel that you meet the requirement in an alternative way, please mark “no” and provide comments regarding that item. SCAWV, in its sole discretion, will determine whether any alternative version is acceptable.

## 5.1 VENDOR RELIABILITY & COMMITMENT TO IMPLEMENTATION SUCCESS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
VR	Vendor Reliability & Commitment to Implementation Success			
VR-1	Payment: Vendor must require no payment until SCAWV has accepted the system for go-live.			
	<i>Response:</i>			
VR-2	Training: Vendor must provide a fixed cost for administrative and configuration training prior to go-live.			
	<i>Response:</i>			
VR-3	Training: Vendor must provide sufficient detailed training to allow SCAWV project team to participate in the configuration process, thus reducing overall project costs to Court. In particular, vendor must provide instruction on configuring screens, creating and managing document templates, configuring searches, creating custom reports, automating workflow processes, building business rules, configuring accounting, and administering other aspects of the solution.			
	<i>Response:</i>			
VR-4	PMP certification: Vendor must include at least one PMP-certified individual on proposed project team.			
	<i>Response:</i>			
VR-5	Ongoing training: After go-live, Vendor must provide regular training opportunities through webinars, user conferences, annual onsite training, newsletters, etc.			
	<i>Response:</i>			
VR-6	New releases: Vendor should offer at least two new software releases or updates each year. These should be included at no additional charge, as part of the agreement.			
	<i>Response:</i>			

## 5.2 TOTAL COST OF OWNERSHIP

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TCO	Total Cost of Ownership for Solution			
TCO-1	Browser-based: System must natively operate on our choice of either modern browser: EDGE Firefox, Chrome, and Safari.			
	<i>Response:</i>			
TCO-2	Server OS: Case Management System must run in an SQL environment.			
	<i>Response:</i>			
TCO-3	Configurable: For maximum value to SCAWV, the system must be a commercial off-the-shelf court case management system framework that allows Court to meet our current case management needs, and adapt to future changes. It must provide SCAWV with the ability to flexibly configure a wide variety of screens, workflow, searches, time standards, time slots, and courtroom processes, using all case and case-related documents.			
	<i>Response:</i>			
TCO-4	User-specific dashboards: Software should allow users to manage their own dashboards, without having to rely on or pay the vendor to do this.			
	<i>Response:</i>			
TCO-5	Create screens: Software must allow court's administrative users to be able to create screens, define required fields, define its own validation warning and error messages, and configure a number of screen attributes without having to rely on or pay vendor.			
	<i>Response:</i>			
TCO-6	Update statutes: Software must allow SCAWV's administrative users to update all statutes, fees, etc. whenever new legislation is received without having to relying on or waiting for the vendor.			
	<i>Response:</i>			
TCO-7	Build integrations: Software must allow SCAWV to create an unlimited number of integrations to other applications or partner agencies through use of a web services API.			
	<i>Response:</i>			



TCO-8	Create new reports: The software must allow SCAWV to build new reports or alter existing ones without vendor assistance.			
	<i>Response:</i>			
TCO-9	Create business rules: The software must allow SCAWV's administrative users to create new business rules or change existing ones without vendor assistance.			
	<i>Response:</i>			
TCO-10	Upgrades included: All software upgrades (including major and minor versions), service releases (patches), and updated system documentation must be provided at no additional cost as part of the agreement.			
	<i>Response:</i>			
TCO-11	Metadata: The software must provide the ability to add fields to existing tables; to add new tables to the system; to configure new fields on screens; and to rename fields on screens, without relying on or paying vendor. These changes must be supported by subsequent version updates at no additional cost.			
	<i>Response:</i>			
TCO-12	Data Dictionary and Database table relationship information must be available to Court for use in creating Court's custom views.			
	<i>Response:</i>			

### 5.3 CASE TRACKING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CT	Case Tracking			
CT-1	Track event and case information: The software must be able to track all relevant event information; charges and charge information; law enforcement, victims, witnesses, and other case-involved persons; sentencing information (including sentence credit and suspended time); court conditions; notes; and other case information.			
	<i>Response:</i>			
CT-2	Track court information: The software must track court-defined attorney and court information, including, but not limited to: court location, docket number, judge name, court notes, all attorneys involved, and attorney date assignment.			
	<i>Response:</i>			
CT-3	Track charges: For statistical purposes the software must be able to track arresting charge, amended charges, and final charges. Users must be able to track location information for the charge(s), as well as the sentence, sentence credit and suspended time, and location for each charge. For cases with multiple charges, the software must allow users to repeat similar charge information automatically.			
	<i>Response:</i>			
CT-4	Case Management: Software must allow the capture of unlimited charges within a case record and allow each charge to be individually modified and disposed.			
	<i>Response:</i>			
CT-5	Track testing and results: The software must be able to track substance abuse testing (including drug and alcohol) and test results. Software must have the ability to automatically create court-defined documents, events, and notifications based off these results.			
	<i>Response:</i>			
CT-6	Track court conditions: The software must be able to track court conditions placed on a case, including non-monetary provisions such as work programs, and community service.			
	<i>Response:</i>			

CT-7	Track compliance: The software must track progress, compliance, and completion on referrals for services and programs including counseling, treatment, education, and employment and allow for the automatic creation of court defined documents, reports, events, and notifications based on progress, compliance, and referral statuses.			
	<i>Response:</i>			
CT-8	Track modifiers: The software must track statute enhancers and modifiers.			
	<i>Response:</i>			
CT-9	Assign and reassign cases: The software must allow court to assign and reassign cases to individuals and teams/divisions both manually and automatically, individually and in bulk.			
	<i>Response:</i>			
CT-10	Join related cases: Users must be able to join (with a soft record, not consolidated) an unlimited number of related cases, and indicate the reason why the cases are joined (scheduling, multi-defendant, financials, or any other codified value).			
	<i>Response:</i>			
CT-11	View all case persons: The software must allow users to view all persons involved in a case on one screen, including the defendant, representative(s), law enforcement officer(s), witness (es), victim(s), parent(s)/guardian(s) if juvenile. Users should be able to hyperlink directly from the list to the referenced case or name record.			
	<i>Response:</i>			
CT-12	Multiple case identifiers: The software must be able to categorize a case with multiple identifiers for reporting purposes (e.g., DUI, Domestic Violence, Drug Court, Divorce, Bond Forfeiture, and Eviction).			
	<i>Response:</i>			
CT-13	Define numbering rules: The software must be able to define rules for case numbers and be able to include letters, numbers, and other symbols as part of the convention (e.g., JAN-010, TR-113-2004, etc.).			
	<i>Response:</i>			
CT-14	Reopen cases: The software must be able to reopen previously closed cases retaining previous case closure and current reopening information.			
	<i>Response:</i>			

CT-15	Correspondence: The software must be able to track correspondence by individual involvement to a particular case.			
	<i>Response:</i>			
CT-16	Data formatting: The software must apply data entry formatting in applicable number fields (e.g., Phone number (xxx) xxx-xxxx, ext. xx, zip code xxxxx).			
	<i>Response:</i>			
CT-17	Differential Case Management: The software must fully support differential case management, where different case types have different timelines and time standards that as they expire or are completed prompt different results.			
	<i>Response:</i>			
CT-18	Copy case: The software must be able to easily copy entire case information or selected information including charges, persons, documents, and events.			
	<i>Response:</i>			
CT-19	Notes: The system must provide a notes utility that allows for the easy capture of free text. The notes must allow the user to share the note court- wide, or make the note private, or share the note with certain users in the system's user directory. Users must be able to reply to a note.			
	<i>Response:</i>			
CT-20	Notes Library: The system must provide a notes library that allows users to organize their own notes, including lists, sentences and paragraphs that can be one-click copied and pasted into a case note.			
	<i>Response:</i>			
CT-21	Checklists: The system must provide a checklist feature that will automatically add predefined checklists to a case. This feature must allow different checklists to be added to a case depending upon the case type, case category, or other case data.			
	<i>Response:</i>			

## 5.4 NAME TRACKING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
NT	Name Tracking			
NT-1	Single name entry: The software must accommodate single name/party record entry in a fully relational table (i.e., a name/party is entered only once and can then be linked with case information anywhere else in the application). Users must be able to search for and update a name's unique identifier for the purpose of maintaining a common listing for a single person.			
	<i>Response:</i>			
NT-2	Contact information: The software must be able to track an unlimited number of addresses, phone numbers, and e-mails for any name. The software must track the dates any contact information is changed with effective from and to dates. The software must be able to display former contact information using formatting such as italics, gray font, etc.			
	<i>Response:</i>			
NT-3	View all other cases for a person: The software must allow users to view all cases linked to a name, and from this view allow users to navigate with one click directly to a specific case. A name inquiry identifies, at a minimum: <ul style="list-style-type: none"> <li>• All aliases and cases</li> <li>• Case status</li> <li>• The person's relationship to each case (e.g., defendant, victim, witness, or parent/guardian of juvenile)</li> <li>• Any associated charges</li> <li>• Any dollar amounts owed</li> <li>• Any alerts (warrant, arrest, probation) on any other case.</li> </ul>			
	<i>Response:</i>			
NT-4	Charges: The software must be able to record an unlimited number of charges per case.			
	<i>Response:</i>			
NT-5	Duplicate name: The software should provide duplicate name detection tools to prevent the database from becoming cluttered with duplicate name records. Administrators should be able to search for duplicate name records using varying degrees of confidence. Administrators should have the capability to merge duplicate names once found.			
	<i>Response:</i>			
NT-6	Auto-populate city and state: System should be able to auto-populate city and state when user enters the zip code.			
	<i>Response:</i>			

## 5.5 CONFIGURABILITY TO MEET COURT'S SPECIFIC NEEDS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CM	Configurability to Meet Court's Specific Needs			
CM-1	<p>Unlimited case types: The software must support unified case management. For example, SCAWV can define an unlimited number of additional case types, without purchasing additional case type specific modules.</p> <p>Each defined case type must support the following functionality:</p> <ul style="list-style-type: none"> <li>• When case types are entered, only relevant codes and values (i.e., events, documents, statutes) are displayed.</li> <li>• Only defined users or user groups can add or access specified case types.</li> <li>• Each defined case type can have different applicable defined business rules.</li> </ul>			
	<i>Response:</i>			
CM-2	Configure without source code: SCAWV must be able to configure software, as well as have software configured by vendor, without recompiling the software application or touching the source code.			
	<i>Response:</i>			
CM-3	Dashboard work queue assignments: The system must display work queue assignments on the dashboard for the specific court user or team.			
	<i>Response:</i>			
CM-4	Circuit Clerk dashboard work queues: The system must include a supervisor view of the dashboard that provides management information about the status of tasks (high priority, due today / tomorrow / 2-3 days, etc.) for the work queue.			
	<i>Response:</i>			
CM-5	Dashboard saved searches: The system must provide individual users with the ability to display searches that they save on their unique dashboard.			
	<i>Response:</i>			
CM-6	Dashboard real-time searches: The system must provide individual users with a search function that displays real-time results whenever the dashboard is displayed or refreshed.			
	<i>Response:</i>			

CM-7	Configurable screens: SCAWV must be able to create screens for each of their different case types—including unique screen displays, fields, coded values, system views, time standards, alerts, documents, and balances due.			
<i>Response:</i>				
CM-8	Dynamic screens: The software must provide dynamic screen capability (i.e., variable information collected in section one will change the information that is displayed for entry in section two).			
<i>Response:</i>				
CM-9	Case automation rules: Solution must allow SCAWV to create business rules that can automate workflow procedures without having to go through vendor.			
<i>Response:</i>				
CM-10	Trigger business rules: The system must provide the ability to trigger business rules in multiple ways, including based on an insert or update of a database value, a specific day/time, or the arrival of a new file in a networked folder.			
<i>Response:</i>				

## 5.6 DOCUMENT CAPABILITIES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DC	Document Capabilities			
DC-1	Document Management System: The software must allow for any file type to be linked and run from the “electronic” case file, including but not limited to documents, images, audio, video, and email correspondence. Administrators and/or users should be able to lock files to other users when they have them open.			
	<i>Response:</i>			
DC-2	Sealing: The software must allow the administrator to provide varying privileges relative to sealing and sealed information. Administrator should be able to designate personnel who can seal entire cases and particular documents, personnel who can see that sealed items exist without being able to access them, personnel who cannot see that sealed items exist, and personnel who can “unseal” sealed items. The seal feature must provide effective from and to dates.			
	<i>Response:</i>			
DC -3	Search documents: All case and person data that is stored in the system must be able to be indexed and searched using native, configurable search forms.			
	<i>Response:</i>			
DC -4	Document scanning: The software must contain a document scanning feature that allows users to scan documents directly into the CMS from a scanner. The software must allow users to highlight information and add notations on a document stored as a pdf. Documents must be OCR scanned.			
	<i>Response:</i>			
DC -5	Document highlights and notations: The software must allow users to highlight information and add notations on a document stored as a pdf.			
	<i>Response:</i>			
DC -6	Document moving and copying: The software must provide a document moving and copying function that allows SCAWV to move or copy files from the electronic case file of one case record to the electronic case file of another case record.			
	<i>Response:</i>			
DC -7	Document templates: System must enable SCAWV to build an unlimited number and type of document templates (e.g., subpoenas, letters, receipts, appeals, etc.), using SCAWV’s standard templates, in Microsoft Word.			



	<i>Response:</i>			
DC-8	Generate documents: System must be able to generate documents on demand, based on an event, or in batch at a specific time (including after- business hours). Automatically generated documents must be automatically linked to the appropriate case/person record for future reference.			
	<i>Response:</i>			
DC-9	Document creation: The system should provide the ability to allow users to select variable information when they generate a document, including predefined information that can be added by clicking a radio button, and free text.			
	<i>Response:</i>			
DC-10	Document editing: The system should allow users to edit and save back a document after it is generated to allow them to make further changes using the latest version of Microsoft Word.			
	<i>Response:</i>			
DC-11	Signatures: The system must allow SCAWV to associate a signature image to a specific court user, and apply that signature to a document as part of an automated process, or stamp the signature on a document as part of a manual workflow process.			
	<i>Response:</i>			
DC-12	Signatures: The system must allow SCAWV to use a tablet or touch screen device to sign a document with a tablet pen or fingertip.			
	<i>Response:</i>			
DC-13	Batch documents: System must be able to print or email documents as part of a batch, either automatically or on demand.			
	<i>Response:</i>			
DC-14	Standard Reports: System must generate Federal and State of West Virginia standard reports that are required. Vendor must maintain compliance of these reports.			
	<i>Response:</i>			
DC-15	Ad Hoc Reporting: end-user reporting capabilities must utilize excel pivot tables and/or SSRS technology to create the reports.			
	<i>Response:</i>			
DC-16	Business Analytics: Must provide an analytic tool (e.g.: MS Business Analytics) to allow n-tier analysis of data and report generation using excel pivot tables as UI			
	<i>Response:</i>			

## 5.7 CALENDARS, DOCKETS AND COURTROOM

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
C	Calendars and Dockets			
C-1	Calendars on dashboard: The software must allow individual and/or team calendars (depending on the person's role) to be shown on an individual's main "dashboard."			
	<i>Response:</i>			
C-2	Calendar for events: The software must allow staff to view a calendar for their upcoming events and their office or division's upcoming events. Calendars must allow for daily, weekly, and monthly views in a standard calendar format (such as Google Calendar or Microsoft Outlook).			
	<i>Response:</i>			
C-3	Microsoft Exchange: The software should include an outbound integration to Microsoft Exchange. Events from an individual's CMS calendar should automatically be imported into his/her Outlook calendar.			
	<i>Response:</i>			
C-4	Dockets: The software must allow users to create and manage automatically re-occurring docket. Users must be able to specify docket names, start and end dates, times, docket frequency, case types, event types, combinations and subsets of case/event types, and number of events in docket. The software should be able to display the docket calendar on a daily, weekly, or monthly basis, on a calendar view like Microsoft Outlook. Users should be able to specify dockets as either active or inactive. Future events in inactive dockets should remain scheduled.			
	<i>Response:</i>			
C-5	Scheduling & rescheduling events: When scheduling new events, the software should provide a drop-down calendar to enable users to easily view and choose the correct dates.			
	<i>Response:</i>			
C-6	Courtroom Check-in: System must provide for configurable courtroom check-in features that allow users to quickly find a party's docketed event, select whether the party requires a translator, make notes that are available for SCAWV room staff to review, and alert SCAWV room that the party or representative has checked in.			
	<i>Response:</i>			

C-7	<p>Courtroom Next Step Intention: System must provide the ability for the user or the party, at check-in, to capture the party or representative's next step intention (e.g.: guilty plea, nolo plea, discuss with solicitor, unknown, bench trial, etc.) for the purpose of streamlining SCAWV room management. These next step intentions must be configurable by case type and/or judge.</p>			
<i>Response:</i>				
C-8	<p>Courtroom Processing: System must provide for configurable courtroom processing that allows the entry of text minutes, and also allows the entry of any case related data elements, such that the case related data elements will be saved back to the case from SCAWV room processing application. Case related data elements must include sentences, sentence conditions, scheduled events, attorneys, case special statuses, and fines and fees.</p>			
<i>Response:</i>				
C-9	<p>Courtroom Minutes: Courtroom module must allow the user to click on quick links to add items to the minutes, or to type corresponding codes into a command line to quickly add items to the minutes.</p>			
<i>Response:</i>				

## 5.8 TIME SAVING & USER-FRIENDLY FEATURES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TS	Time Saving & User-Friendly Features			
TS-1	Business Rules: Solution must include a business rules (workflow) engine that can be triggered based on database activity (e.g.: insert of a case, insert/update of a data element on a case, expiration of a time standard), on a schedule, on demand, or when a file arrives at a network drive.			
<i>Response:</i>				
TS-2	Business rules: Business rules engine must be capable of automatically: <ul style="list-style-type: none"> <li>• Closing cases based on Court-defined rules</li> <li>• Generating documents, events, system reports and notifications based on case closure or other event</li> <li>• Preventing users from closing cases unless other values are entered based on Court-defined rules (e.g., a case cannot be closed without a disposition).</li> <li>• Initiating the schedule of future tasks based on occurrence of prior tasks or events as defined by Court.</li> <li>• Notifying case-involved (and/or other) individuals of case status changes and other Court-specified events.</li> <li>• Routing cases and work tasks based on Court-specified rules and notifying users of those routed items.</li> <li>• Assigning attorneys based on a Court-specified case weighting system.</li> <li>• Triggering events, case status changes, documents, and correspondence based on prior events.</li> <li>• Disallowing users from saving and exiting a case without first saving mandatory fields (as specified by Court).</li> </ul>			
<i>Response:</i>				
TS-3	Build new reports: Court must be able to build new reports or alter existing ones without vendor assistance. Users should not need highly technical skills in order to use report writing tool. Users must be able to format reports to accommodate multiple paper sizes and viewing layouts.			
<i>Response:</i>				

TS-4	<p>Ad hoc tool: The software must include an ad hoc searching and reporting tool that provides the following functionality:</p> <ul style="list-style-type: none"> <li>• Drill down and hyperlink functionality</li> <li>• Automated, scheduled email reporting to staff and external stakeholders</li> <li>• Accessible within case management system (users should be able to view and create reports from within system)</li> <li>• Graphing functionality</li> <li>• Provides ability to export results to a number of different formats (e.g., Word, Excel, XML, CSV, PDF)</li> </ul>			
<i>Response:</i>				
TS-5	<p>Search tools: The software must allow users to search for names, cases, and documents. Users must be able to search based on any information they have available (e.g., partial names, ID numbers, phone numbers, date of birth, addresses, case numbers, date ranges, etc.) Software must include wildcard search options.</p>			
<i>Response:</i>				
TS-6	<p>Search results – pivot format and totals: The software must be able to configure and create pivot table-like search results that display data and corresponding totals for the search results. The results must be viewable natively within the application.</p>			
<i>Response:</i>				
TS-7	<p>Search results: The software must be able to sort and list search results to allow users to quickly locate case, name, or document for which they are searching. Users should be able to hyperlink directly from search results to a specific section of a case or name record (e.g., case summary, scheduled events, party record).</p>			
<i>Response:</i>				
TS-8	<p>Ticklers: The software must allow Court to define and display ticklers, alerts, and prompts.</p>			
<i>Response:</i>				
TS-9	<p>Shortcuts: Users must be able to navigate to views of data in the system using configurable shortcuts (e.g.: Ctrl+E opens the Add Event screen, and SCAWV can change the shortcut to a different combination such as Ctrl+A, etc., if it wants to do so).</p>			
<i>Response:</i>				

TS-10	Warnings and Error Messages: System must provide the ability to configure warnings and error messages on any configurable case initiation and data insert and update screen. These must be reasonably configurable on any table and on any data insert or update form; must allow the administrative user to point and click to select database values, including “and,” “or” and “in” statements; and provide the ability to use free text for the error or warning message. A warning message, when produced, must allow the user to saving entered data; an error message, when produced, must prevent the user from saving entered data.			
<i>Response:</i>				
TS-11	Visual prompts: The software must allow for visual alert prompts for users for key Court-defined name and case information, such as if an individual is a juvenile, has a warrant, has been arrested, owes money, etc.			
<i>Response:</i>				
TS-12	Tabs: Users must be able to have multiple cases open simultaneously on the desktop, using a tabbed layout (similar to most internet browsers). Users should be able to move away from cases/notes to work on another case without having to first save their work.			
<i>Response:</i>				
TS-13	User preferences: Individual users should be able to set their desktop theme, determine and select which items they want on their dashboard, and arrange the items on their dashboard. They should be able to create multiple dashboards. These settings must be saved for the particular user and appear as set-up when the user logs out and logs back into the system.			
<i>Response:</i>				
TS-14	Hyperlinks: Case and name records should automatically hyperlink to other cases or names referenced within them, allowing users to open those as new tabs with a single click. SCAWV must also be able to turn off these hyperlinks and present them as text only if it so desires.			
<i>Response:</i>				
TS-15	Minimize data entry: The software must minimize data entry by allowing one name to be linked to an unlimited number of cases or other names, and one case to be linked to an unlimited number of other cases or names. Users should not need to duplicate entry of data elements.			
<i>Response:</i>				

TS-16	Client photo: The software must have a method to display and link a person's photo.			
	<i>Response:</i>			
TS-17	Auto-populate city: The software must auto-populate City and State by entering the zip code.			
	<i>Response:</i>			
TS-18	Auto-filtering codes: The software must support auto-filtering on all coded lookup fields. For instance, typing 'M' in the Gender fields automatically fills 'Male' in the data entry box.			
	<i>Response:</i>			
TS-19	Automatic notifications: The software must allow for automatic notification to users and attorneys of important case and event information. Court must be able to set up notifications, including time in advance they are sent, specific wording, and notification type (e.g., email, pop-up, other).			
	<i>Response:</i>			
TS-20	Help notes: System must provide the ability for SCAWV, without vendor assistance, to create a help note next to any configured field on any configurable insert, update and search screen. If notes are free text, the notes must be full text searchable. Help notes must also have the ability to store pdf, Word, video, and audio files.			
	<i>Response:</i>			

## 5.9 DATA SECURITY

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DS	Data Security			
DS-1	Navigation: System must allow for navigation profiles, such that a user's profile will display defined screens to the user per court requirements.			
	<i>Response:</i>			
DS-2	Security tools: System must provide security profiles that allow Court to create security groups that are assigned security attributes, and to those attributes we can assign privileges to case types, to data elements, and to system functions. System must also allow Court to utilize Access Control List restrictions that restrict a specific user from viewing a specific case, or restrict a specific case to be viewed.			
	<i>Response:</i>			
DS-3	Security Access Control Lists: System must also allow Court to utilize Access Control Lists that allow Court to enter a case number and either restrict a specific user from viewing / updating a specific case, or restrict a specific case for viewing / updating by a specific user.			
	<i>Response:</i>			
DS-4	Control of tools: Court must be able to have full control of security tools (e.g., adding existing users to or taking them from security groups, adding/removing specific low-level privileges) without going through vendor.			
	<i>Response:</i>			
DS-5	Create new profiles: Court must have the ability to create additional security profiles beyond defaults that come with the system and control what functions or data an individual or group can view, edit, or otherwise access.			
	<i>Response:</i>			
DS-6	Multi-agency: The software must provide multi-agency, multi-division, and multi-jurisdiction security for case records, such that employees of one agency can be restricted from viewing or modifying the case records of another agency using the application, while still using the same master name database.			
	<i>Response:</i>			



DS-7	Different access privileges: The software must support various types of access privileges including at least read-only, update, and no access.			
<i>Response:</i>				
DS-8	Auditing: The software must provide comprehensive auditing & logging giving administrators a granular view of what data is being edited, viewed, deleted, and added by system users. The software must track each instance of the date, time, login and machine (url) of the person who added or modified the record.			
<i>Response:</i>				
DS-9	Seal case elements: Users with sufficient privileges should be able to seal case elements, including the entire case and documents, pursuant to court order.			
<i>Response:</i>				

## 5.10 DATA SHARING & E-CAPABILITIES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DE	Data Sharing & E-Capabilities			
DE-1	API included: Vendor must include an API (Web Services) that Court can utilize to integrate with other justice partners or software solutions.			
	<i>Response:</i>			
DE-2	API easy to use: API must be intuitive enough to use by individuals with no programming background, without requiring vendor assistance after training.			
	<i>Response:</i>			
DE-4	E-capabilities: Solution must include integrated e-capabilities, allowing Court to make information available, accept e-filings, provide discovery, and accept payments online.			
	<i>Response:</i>			
DE-5	View-only web access: The software must provide secure, view-only access via the web for staff, administration, and external case participants (i.e. law enforcement officers, judges and even the public). For security purposes, SCAWV's division administrators must be able to define accessible areas based on groups, roles, or users. For example, a law enforcement officer can only query certain areas of the software while the administrator can query the entire application.			
	<i>Response:</i>			
DE-6	Multiple agencies: Court may wish to add additional justice partners onto solution. Thus, solution must be able to be configured for multiple agency types, agencies, and divisions uniquely, with each group having unique screens, user-specific dashboards, and business rules that apply only to it, and are only visible to it.			
	<i>Response:</i>			
DE-7	Security rules: Solution must have robust security rules, allowing multiple agencies or divisions to share specific data while restricting other data from view.			
	<i>Response:</i>			

## 5.11 CASE FINANCIALS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
F	Financials			
F-1	Tills: The software must allow a user to use his/her till at any workstation, and then without closing the till or logging out of the system, allow the same user to log into other workstation(s) and continue to take payments against the same till.			
	<i>Response:</i>			
F-2	Integrated fees: The software must maintain standard tables for costs, fees, and fines, and provide for the integrated collection, allocation, and tracking of these items.			
	<i>Response:</i>			
F-3	Configurable: The software must provide the ability to compute fines and fees using a configurable model and not using business rules or code to determine the fines and fees. The configurable aspects of the fines and fees must provide effective to and from dates to allow SCAWV to update and make effective the fine and fee assessments. The system must be able to be configured to assess the fine or fee based on charge date as opposed to filing date.			
	<i>Response:</i>			
F-4	Calculate fines: The software must compute and enter fines, fees, and restitution based on court orders or the occurrence of other Court defined activities (e.g., creation of initial case, addition of charges).			
	<i>Response:</i>			
F-5	Payment schedules: The software must create payment schedules, collect payments, apply payments collected to scheduled amount due (e.g., amount in judgment), and produce reports on overdue amounts.			
	<i>Response:</i>			
F-6	Taking payment: The software must allow for full, partial, and installment payments using multiple payment types, including check, credit card, and cash. It must allow multiple payment types in a single transaction, and must associate payment with proper case and person.			
	<i>Response:</i>			

F-7	Single payment for multiple cases: The software must allow single payment for multiple cases with capability to process separately for each case.			
	<i>Response:</i>			
F-8	Non-collectables: The software must enable Court to track payments made on financial obligations that are not payable to the court, example restitution.			
	<i>Response:</i>			
F-9	Record funds collected: The software must enable Court to record funds collected from other state, local, and private agencies for payment of specific case and offender costs and fees.			
	<i>Response:</i>			
F-10	Tills: The software must compute totals, list transactions and balance, and print reports for each cash drawer, register, cashier, and payment type. Court must have ability to modify default financial report without going through vendor.			
	<i>Response:</i>			
F-11	Disbursing funds: The software must allow flexible, user-defined and - maintained account structure that permits funds to be disbursed to appropriate case cost types and other accounts (e.g., city, county, state, victims) based on court order (e.g., restitution, joint and several liabilities).			
	<i>Response:</i>			
F-12	Allocating payments: The software must allow for automatic or manual allocations of payments for one case or multiple case financial obligations. Financial obligations on a single case can be allocated to more than one agency or individual.			
	<i>Response:</i>			
F-13	Vouchers: The software must allow for printing of vouchers or checks.			
	<i>Response:</i>			
F-14	Receipts: The software must generate and print receipts for clients or payees. Court must be able to configure default receipts, both during implementation and afterwards, to include whatever information it wants, without having to go through vendor. Information may include but is not limited to identifiers such as fee, fine, restitution code, location, address, amount collected, payment type, installment or partial payment plan, next due date, and balance).			
	<i>Response:</i>			

F-15	Storing receipts: The software must automatically store receipts with appropriate case or individual record, allowing Court to reprint/email if/when desired.			
	<i>Response:</i>			
F-16	Multiple receipts: The software must generate and print (including ability to reprint) multiple receipts from one financial transaction covering payment for multiple cases.			
	<i>Response:</i>			
F-17	Detailed financial reports: The software must be able to produce detailed and summary lists of financial transactions, including at least fee, fine, restitution receipts, court cost assessments, fee assessments, monetary judgments, and voided transactions (listed by type or chronologically) for specific cases and over specific periods (e.g., daily, monthly, for life of case).			
	<i>Response:</i>			
F-18	Late payments: The software must identify and record payment delinquencies, generate alerts when scheduled payments are not made (e.g., for unpaid assessments now due), and take or prompt user to take appropriate action (e.g., refer to collection agency, or notify appropriate court and judge).			
	<i>Response:</i>			
F-19	Batch reports & letters for late payments: The software must provide for Court-defined batch style delinquent payment report generation and printing, as well as batch delinquent payment letters. Reports and letters must be able to include any Court-defined information, and Court must be able to edit these and/or create alternative delinquent payment reports/letters at will and without going through Vendor.			
	<i>Response:</i>			

## 5.12 TICKET INFORMATION MANAGEMENT SERVICES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TM	Ticket Information Management Services			
TM-1	Data entry software with stringent controls and edits to ensure that all manual city-entered citation data are transmitted and updated accurately, including ticket issue date, time, and location, Issuing agency, citation number, license plate, state, violation number, and vehicle Identification number.			
	<i>Response:</i>			
TM-2	Ticket and correspondence imaging with a processing log that records all correspondence received.			
	<i>Response:</i>			
TM-3	Ability to import electronic tickets and accurately populate data bases.			
	<i>Response:</i>			
TM-4	Internet-based payment of citations 24/7 with real-time access to the database.			
	<i>Response:</i>			
TM-5	Secure processing of payments received with audit trails and full accountability of individual transactions.			
	<i>Response:</i>			
TM-6	Point-of-sale cashiering that accommodates acceptance of a "skeleton" payment for citations not yet in the system and detailed transaction audit trails for accountability.			
	<i>Response:</i>			
TM-7	Preparation and mailing to include payment of postage of Debt collection and failure to appear notices to defendants in all cases as well as notice management with complete notice registers and history for tracking and verifying the accuracy of mailings.			
	<i>Response:</i>			
TM-8	Imaging and workflow management for all handwritten tickets and correspondence.			
	<i>Response:</i>			
TM-9	Hearing scheduling/docketing with an Imaging system that provides judges electronic access to view all Court-related documents to help adjudication.			
	<i>Response:</i>			

TM-10	Data archiving of fully auditable records In compliance with law and electronic data.			
	<i>Response:</i>			
TM-11	Automated on demand printing capability for the notice of withdrawal of driver's license suspension (i.e., the old DPS912).			
	<i>Response:</i>			
TM-12	A "Warrant clear" screen with automated printing capability for filling in all pertinent information on the "warrant recall" form.			
	<i>Response:</i>			
TM-13	Automated printing capability for Failure to Appear notices for defendants who violated environmental codes and then failed to appear In Court as scheduled.			
	<i>Response:</i>			
TM-14	Automated cost-shifting to the violator for banks' credit and debit card transaction fees and fees paid to the state agency.			
	<i>Response:</i>			

### **5.13 COURT COMPLIANCE SERVICES**

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CC	Court Compliance Services			
CC-1	Online cashiering.			
	<i>Response:</i>			
CC-2	Debt collection noticing.			
	<i>Response:</i>			
CC-3	Installment payment processing that includes real-time information on the plan's status history.			
	<i>Response:</i>			
CC-4	Hearing scheduling for complete Court calendar functionality.			
	<i>Response:</i>			
CC-5	Locate services with interface with the National Change of Address (NCOA) database to secure updated addresses for letters currently marked as undeliverable.			
	<i>Response:</i>			
CC-6	Ability to display an indigence determination entered by a court clerk based on rules set by SCAWV.			
	<i>Response:</i>			
CC-7	Credit bureau reporting for delinquent debts according to legislative requirements.			
	<i>Response:</i>			



## 5.14 WARRANT MANAGEMENT SERVICES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
WM	Warrant Management Services			
WM-1	Daily updated electronic Interface with the probation warrant activities of the probation services immediate updated electronic interface with the warrant-related activities.			
	<i>Response:</i>			
WM-2	Daily updated electronic interface with the law enforcement agencies, and the National Crime Information Center (NCIC).			
	<i>Response:</i>			
WM-3	Validating all warrants daily before electronic web service transmittal to West Virginia State Police.			
	<i>Response:</i>			
WM-4	Recording disposition of warrants. Warrant registry updated with service information.			
	<i>Response:</i>			
WM-5	Weekly reports on warrant activities of the preceding week.			
	<i>Response:</i>			
WM-6	"Warrant clear" screen with automated printing capability for filling In all pertinent information on the warrant.			
	<i>Response:</i>			

## 5.15 BOND TRACKING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
NT	Name Tracking			
BD-1	Bonds must be able to be shared across multiple cases.			
	<i>Response:</i>			
BD-2	Multiple bond types on cases. Bond reductions with ease.			
	<i>Response:</i>			
BD-3	Bond to fee release of money that will pay towards the fees.			
	<i>Response:</i>			
BD-4	Bond encumbrance tracking, ad hoc tracking by post by and incorporates the value along with the ceiling of the amount of the bondsmen surety.			
	<i>Response:</i>			
BD-5	Duplicate name: The software should provide duplicate name detection tools to prevent the database from becoming cluttered with duplicate name records. Administrators should be able to search for duplicate name records using varying degrees of confidence. Administrators should have the capability to merge duplicate names once found.			
	<i>Response:</i>			
BD-6	Auto-populate city and state: System should be able to auto-populate city and state when user enters the zip code.			
	<i>Response:</i>			

## 5.16 DEBT RECOVERY SERVICES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DR	Debt Recovery Services			
DR-1	Make reasonable efforts to recover all Court-related debts (other than those incurred by non-compliant probationers) on all overdue, past-due, and delinquent accounts.			
	<i>Response:</i>			
DR-2	Comply where applicable with the Fair Debt Collection Practices ACT (FDCPA). Collection efforts should be performed on all delinquent debt as the statute of limitations on unpaid Municipal Court fines legally allows.			
	<i>Response:</i>			
DR-3	Generate all debt recovery notices in accordance with specific criteria.			
	<i>Response:</i>			
DR-4	Electronically report delinquent accounts to one or more agency.			
	<i>Response:</i>			
DR-5	Process and account for each debt recovery payment within twenty-four (24) hours of receipt and place it in the same bank account of the appropriate lower court bank account into which all other accounts receivable payments of SCAWV are deposited.			
	<i>Response:</i>			
DR-6	Electronically transmit a monthly report to Clerk of Court that details all debt recovery activity by noticing, outgoing phone calls, and reporting to credit reporting agencies during the preceding month.			
	<i>Response:</i>			
DR-7	Electronically interface with WV State Tax department to perform tax intercept of defendant with outstanding balances. Must consider payment plans.			
	<i>Response:</i>			

## 5.17 E-FILE SERVICES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
EF	<b>E-File Services</b>			
EF-1	<b>24/7 Access:</b> Can the System provide 24/7 access to filers? <i>Response:</i>			
EF-2	<b>E-Notification:</b> Can the System allow for user-defined method of electronic notification (e.g., email, text, etc.)? <i>Response:</i>			
EF-3	<b>Required Forms:</b> Can the System provide fillable web-based required forms? <i>Response:</i>			
EF-4	<b>Multi-Case and Batch Filings:</b> Can the System provide multi-case and batch filings support? <i>Response:</i>			
EF-5	<b>Auto-Fill Capabilities:</b> Can the System allow for auto-fill field completion? undeliverable. <i>Response:</i>			
EF-6	<b>Case Number Validation:</b> Can the System validate case numbers with the CMS? <i>Response:</i>			
EF-7	<b>PDF Auto-Conversion:</b> Can the System provide automatic conversion to PDF for submission of orders? <i>Response:</i>			
EF-8	<b>Filing Flags:</b> Can the System flag and submit documents as sealed and/or redacted? <i>Response:</i>			
EF-9	<b>Payment Support:</b> Can the System provide support for secured credit card, e-check or draw-down accounts, and payments at the counter? <i>Response:</i>			
EF-10	<b>WV Bar ID verification:</b> Can the System verification with the State Bar of WV of filer status and disallow filing if not in good standing? <i>Response:</i>			
EF-11	<b>Allow file on behalf of attorney:</b> Can the allow for attorney staff to file on behalf of the attorney? <i>Response:</i>			

## **6.0 APPENDIX**

### **DOCUMENT A: WV-96 Addendum**

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Supreme Court of Appeals of West Virginia

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service: Integrated Management System for Court Case/Document/E-File

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Supreme Court of Appeals of WV

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Joseph Armstrong

Printed Name: \_\_\_\_\_

Title: Administrative Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DOCUMENT B: Contractor Information**

CONTRACTOR INFORMATION	
Company Name:	
Company Address:	
Authorized By (typed or printed name):	
Title:	
Authorized Signature:	Date:
Telephone Number:	
Fax Number:	
Email Address:	

REMITTANCE INFORMATION (where payments should be sent)			
Remit to Name:			
Remit to Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Toll Free:	
Contact:		Email:	
Tax ID: <input type="checkbox"/> SSN _____		<input type="checkbox"/> Federal Tax ID: _____	
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)			
Purchase Order Name:			
Purchase Order Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Toll Free:	
Contact:		Email:	
Payment Terms: Discount _____%    No. Days _____    Net Due _____			
Freight Terms: Ship Via _____    FOB _____			

MBE/DBE/WBE STATUS (check appropriate box/boxes)			
<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Disabled	<input type="checkbox"/> Veteran	<input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Not-Applicable



**DOCUMENT C: Contractor Qualification Form**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

When Organized: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

How many years have you engaged in business under the present firm name? \_\_\_\_\_

Contracts now in hand? \_\_\_\_\_

Has bidder ever refused to execute a contract at the original bid amount? \_\_\_\_\_

Has bidder ever been declared in default on a contract? \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized By (typed name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**References**

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE	#
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Subscribed and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[Notary Seal]

**DOCUMENT D: List of Sub-Contractors**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS	TYPE OF WORK

---

Contractor Name

**DOCUMENT E: Financial & Legal Stability Statement**

**Please check appropriate item(s):**

\_\_\_\_ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

\_\_\_\_ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded, however, any litigation within the last five (5) years or any pending litigation must be disclosed in your response.

Company Name: \_\_\_\_\_

Authorized By (typed name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

=====

Subscribed and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[Notary Seal]

**DOCUMENT F: Insurability Statement**

**Please check appropriate item(s):**

\_\_\_\_ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: \_\_\_\_\_

Authorized By (typed name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



Subscribed and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[Notary Seal]