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November 1, 2002

PROSPECTIVE PROPOSER:
RE: RFP No. AOC10.02

Addendum No. 2

This Addendum No. 2. is issued for the Civil Case Management System Software project RFP No. AOC10.02 which was issued on October 24, 2002.

The following pages are hereby replaced: I-2, I-5, II-4, II-10, IV-9, IV-36 and V-1. Full replacement pages are included in this Addendum No. 2. Changes or additions to the text are indicated by a vertical line in the right-hand margin next to the change. Changes or additions to the text are in bold type and underlined, for easy identification.

Please note that Addendum 2 also includes changes to what is referred to in the website posting as "Attachment B". The document included as Attachment B has been entitled "Appendix E: Supplemental Functional Requirements" and is incorporated by reference as part of the Request for Proposals. Appendix E supplements Appendix A, Functional Requirements. All references to Appendix A should be deemed to also refer to Appendix E. Appendix E has also been paginated. There are no changes to the body of the Appendix E.

The AOC has issued each page in the addendum package to allow for full replacement of existing pages in the RFP Documents. If any pages are missing, please contact Adrian Prost at (818) 558-3075.

Sincerely,

Adrian Prost
AOC Program Manager

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1.3 Project Overview

1.3.1 Statement of the Business Problem to be Solved

Each of the SCOC courts has historically operated its own information systems, typically in conjunction with the local county. The Lockyer-Isenberg Trial Court Funding Act of 1997, also known as Assembly Bill 233, relieved California’s county governments of the responsibility for funding trial court operations and shifted it to the state. AB 233 also requires the trial courts to assume new responsibilities for fiscal management and to be accountable for their use of public resources. The AOC is chartered with the rationalization and standardization of the disparate court technology environments. One result of this charter is an initiative to develop a common case management system available for use by any of the California Superior Courts, focused initially on the SCOC courts.

This initiative, named “V3”, is not just an enterprise application development project. The table below lists the different dimensions of the scope of the project, moving the SCOC courts from the existing state to the desired state. The primary focus of Vendor activities will be developing an enterprise application; however there will be significant tasks around each of these dimensions to help move the courts to the desired state.

Table 1

| Existing State | Desired State |
|--|---|
| Different applications for each SCOC court; multiple applications are required to address all case types within each court | SCOC courts use a single base of code for all case types, with multiple configurations/instances |
| Different production computing platforms for each SCOC court | The system should be developed on and deployed on a single base technology stack. For example, one selected, standard <ul style="list-style-type: none"> ... Network Protocol ... Operating System ... Database ... Application Server (e.g., Weblogic, Apache) |

that is suitable for SCOC court requirements and that is appropriately extensible, scalable, flexible and maintainable as a result of using enterprise level architectural components and services, object-oriented design and an n-tier architecture. The CMS system is intended to be a single code base, to be initially used by each of the SCOC courts, with business rules and table-driven configuration to allow for local preferences and business practices. The architecture should be designed and developed in such a manner to allow subsequent case types (e.g., family law, juvenile) to be developed and incorporated within the single, integrated CMS, and share common enterprise architectural services such as workflow, user interface/presentation, and security. As part of the deployment tasks, the Vendor shall address the creation of a software service, including organization, process and technology dimensions, as noted in section 1.3.4.

1.3.3 Phase One - Summary of Assessment and Analysis Phase

As noted above, one or more Vendors will be retained by the SCOC to conduct an assessment and analysis of current SCOC functional and non-functional requirements, business processes, and architectural components for civil, probate and small claims case management systems.

The deliverables provided by the vendor within the initial assessment and analysis phase will be as follows:

- (a) Project Vision - A general vision of the core project requirements, key features, and main constraints
- (b) Initial Business Case - Includes business context, success criteria, cost/ benefit analysis, and deployment strategy.
- (c) Initial Risk Assessment – Identifies risks and suggested mitigation approaches for Phase Two activities. Should be linked to tasks within the detailed project plan and elaborate upon the Vendor project management and software development methodologies.
- (d) Initial Project Glossary – Defines common project-related terms and vocabulary shared among the SCOC courts and V3 team members (may optionally be partially expressed as a domain model).
- (e) Functional Requirements - Includes evaluating, clarifying and developing business process requirements for civil, small claims, and probate case types. A business process model, as well as an initial high-level use-case model (partially complete), including one or several high-level key use cases, will be the anticipated deliverables. The functional requirements contained in Appendices A and E of this RFP will be used as the starting point, and the features and requirements will be refined through selected data gathering and refinement with court and Vendor subject matter experts.
- (f) Non-Functional Requirements - Includes evaluating, clarifying and developing non-functional requirements for all case types (including juvenile dependency and adoptions, juvenile

If prior to the date fixed for submission of proposals, a Vendor submitting a proposal knows of or should have known of any ambiguity, conflict, discrepancy, omission, or other error in this RFP but fails to notify the AOC within the time stated above, the Vendor shall submit its proposal at its own risk, and if the Vendor is awarded the contract, it shall not be entitled to any price or other adjustment to the contract for such reason.

2.2.3 Contact with Courts and AOC

Vendors are specifically directed NOT to contact any California Court or AOC personnel for meetings, conferences, or technical discussions that are related to this RFP at any time prior to any award of the contract. Unauthorized contact with any California Court or AOC personnel may be cause for rejection of the Vendor's response.

2.2.4 RFP Addenda

The AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing a written addendum to the Vendors to whom the solicitation document was sent and posted on the AOC website. Oral clarifications or modifications are not binding on the AOC. If any Vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify Adrian Prost, AOC Project Manager, at the address noted in Section 2.3.1 no later than two business days following the receipt of the addendum.

2.3 Submission of Proposals **For Phase One Services**

2.3.1 Proposal Closing Time, Number and Method of Submission

One Original technical and cost proposal must be received no later than the due date specified in Section 2.1 by **4:00 p.m. (Pacific Standard Time) (the "Proposal Closing Time")** at **455 Golden Gate Ave., 5th Floor, San Francisco, CA 94102-3660**. The cost proposal should be submitted in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.

Twenty (20) hard copies and one (1) electronic format copy of the Proposal in MS Document or PDF format document, and twenty (20) copies of the Cost Proposal as described in Section 3.5 must be received no later than the date specified in Section 2.1 by **4:00 p.m. (Pacific Standard Time) (the "Proposal Closing Time")** at **2233 North Ontario Street, Suite 100, Burbank, CA 91504**. The cost proposal should be submitted in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.

The AOC reserves the right to add more detailed evaluation factors prior to the completion of Phase One Services. Notwithstanding the criteria and weights listed above, the AOC reserves the right to weigh factors that the AOC determines provide the best potential value for performance of the case management systems software project.

2.10 Phase Two Interviews: Negotiations

2.10.1 Interviews

Following the initial review and analysis of Phase One deliverables and additional Phase Two evaluation criteria outlined above, the AOC reserves the right to require, and each Vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. The AOC reserves the right to interview one or more proposers, or none. Proposers will be responsible for all costs related to the interview.

2.10.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion, within the competitive range. The AOC reserves the right to award a contract, if any, without negotiations.

2.10.3 Best and Final Offers

The AOC reserves the right to conclude negotiations and request one or more proposers in the competitive range to submit Best and Final Offers.

2.11 Phase Two Award of Contract

The Evaluation Committee will make a final recommendation for award of the Phase Two work to the SCOC Steering Committee. A Notice of Intent to Award will be issued to the Phase One Vendor at least three (3) calendar days prior to the date that action to award the contract will be considered.

The AOC intends to award the Phase Two contract to the Phase One Vendor whose contract as negotiated represents the best value after evaluation in accordance with the factors in the solicitation. The proposed contract meeting all RFP requirements with the lowest price may not be selected if award to a higher priced proposal provides best value in the judgment of the AOC. The AOC shall have no obligation or liability to the Vendor or any third party should the AOC elect not to award a Phase Two contract to any of the Awarded Vendors from Phase One.

In the event a Phase Two contract award is made, the successful proposer will be required to execute the Professional Services Agreement for Phase Two substantially in the form presented in Appendix C, provide certificates of insurance in conformance with Section 4.25 [and the Performance Bond as required pursuant to Section 4.10](#) within ten (10) days of the award.

that the Contractor is not or might not perform the corrective work in the manner or within the time required, or by the time constraints of the situation, the AOC reserves the right to perform the corrective work itself, or to select another firm or entity to perform the corrective work. Such corrective work by the AOC or another firm or entity shall be at Contractor's expense, provided that Contractor is kept informed as to the details and costs of any such corrective work. Any other party performing such corrective work shall warrant the corrective work performed to the Contractor under the terms of this section; the Contractor's warranties to the AOC shall remain in full force and effect.

Unless otherwise required by the AOC, the Contractor shall perform the corrective work required to satisfy this guarantee and warranty as rapidly as practicable.

4.12.4 Title Warranty

Contractor warrants that it owns or will own, and has or will have, good marketable title to all goods, materials, equipment, tools, supplies, software, hardware, systems or equipment furnished or to be furnished, by it and its subcontractors that become part of the Phase Two work, and are free and clear of all encumbrances, liens, and other rights and interests of third parties and that neither the system nor any component thereof shall infringe upon or violate any patent, copyright, trade secret, or proprietary right of any other party.

The Contractor warrants that the title conveyed under the terms of this Agreement shall be good and that all goods, materials, equipment, tools, supplies, systems or equipment shall be delivered to the project site free from all security interests or other liens or encumbrances. Contractor also agrees to defend the title against all persons claiming the whole or part of any goods, materials, equipment, tools, supplies, systems or equipment. Contractor's duty to defend is subject to Section 4.26.4.

4.12.5 Defective Materials

All materials not conforming to the requirements of the Agreement will be rejected, whether shipped or not. They shall be removed immediately from the site of the work unless otherwise permitted by the AOC Project Manager. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by the AOC Project Manager. Upon failure of the Contractor to comply promptly with any order of the AOC Project Manager made under the provisions of this section, the AOC Project Manager may cause the removal and replacement of rejected material and deduct the cost thereof from any monies due or to become due the Contractor. Contractor shall not operate upon or modify assemblies or subcomponent to the extent that Original Equipment Manufacturer (OEM) warranties or guarantees would be voided.

4.13 Regulatory Compliance

4.13.1 The Contractor will be responsible for obtaining and keeping current all necessary licenses, approvals, permits and authorizations required by applicable law for it to

In the event Contractor or either one of its venturers breaches this Agreement, the AOC may seek and obtain any legal or equitable remedies to which it may be entitled from Contractor or one or both of its venturers, as the AOC may elect at their sole discretion.

Furthermore, both members of the joint venture referred to as Contractor shall indemnify, defend, keep and save harmless the AOC against any and all suits, claims or actions arising from any dispute among the members of the joint venture. Contractor's duty to defend is subject to Section 4.26.4.

4.36 Third Party Beneficiaries

The SCOC and the Superior Courts of Los Angeles, Orange, San Diego and Ventura are each express third-party beneficiaries of this Agreement.

4.37 AOC Warranties

The AOC makes no warranties, representations, or agreements, either express or implied, beyond such as explicitly stated herein.

4.38 Attorneys' Fees

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

4.39 Binding on Successors

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

4.40 Recycling

The Contractor will certify under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies offered, or products used in the performance of the Agreement meet or exceed the minimum percentage of recycled material as defined in California Public Contract Code (PCC) Sections 12161 and 12200.

4.41 Newly Manufactured Goods

All goods furnished under the Agreement will be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

1 EXISTING CMS TECHNOLOGY AND INFRASTRUCTURE

5.1 Current Los Angeles Superior Court Systems

The following Civil, Small Claims, Family Law, Probate, Mental Health, Juvenile Dependency, Juvenile Delinquency, and Juvenile Informal and Traffic, ~~Adult Traffic, and Criminal~~ case management systems are currently operational in Los Angeles Superior Court ~~and intended for replacement with a single CMS.~~

5.1.1 CasePlus

A DOS-based case management application written in 1991 using Paradox 4, CasePlus runs on a NetWare server and is used for general jurisdiction civil cases, small claims, and probate matters only in the Van Nuys Courthouse, where the server is located.

5.1.2 CIVAS & SCOT

CIVAS is maintained and operated by the Court and the Los Angeles County Internal Services Department (ISD/ITS) for limited jurisdiction civil case processing in what were the 23 Outlying Judicial Districts (OJDs) outside the central Los Angeles Judicial District (LAJD). The Court and ISD/ITS also operate and maintain SCOT for small claims case processing Court-wide (all 24 former Judicial Districts). Both systems run at the ISD/ITS data center with UNIX and Focus.

5.1.3 ICMS

Currently, Mental Health Court case processing comprises a mixture of manual processing and the ISD Corporation AS/400-based ICMS case management system running on a server at the Mental Health Court facility.

5.1.4 ISS

The Interactive Services System (ISS) is a Visual Basic/ Oracle/ Solaris/ FileNet client-server application that supports much of the probate processing in the central district and Torrance only. The application provides a detailed index for approximately 5 years of case documents, header information regarding parties and matter type, and a probate note production facility. It does not support calendaring (handled via AS/400 data entry) or management reporting. Hosting is on Court equipment.

5.1.5 JADE & JAI

Juvenile Court cases are supported by an IMS/Cobol application known as JAI (Juvenile Automated Index), a client-server courtroom support application for Juvenile Dependency (Juvenile Automated Data Enhancement System or "JADE"), and a Word macro minute order production for juvenile delinquency. JAI was developed in 1977. It comprises