



# Vermont Judiciary Next Generation Case Management System

Vermont Judiciary  
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<https://www.vermontjudiciary.org/ng-cms/default.aspx>  
<http://bgs.vermont.gov/purchasing>

## SEALED BID INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL FOR Next Generation Case Management System

### Expected RFP Schedule Summary:

DATE POSTED	July 1, 2016
BIDDERS CONFERENCE	July 18, 2016 at 1:00 p.m.
QUESTIONS DUE	July 25, 2016 by 4:00 p.m.
RESPONSES DUE	July 29, 2016 by 4:00 p.m.
PROPOSALS DUE	September 12, 2016 by 4:00 p.m.
FINALIST DEMONSTRATIONS	November 07 – 15, 2016
SELECTION NOTIFICATION	November 28, 2016
INDEPENDENT REVIEW	December 12, 2016 – January 31, 2017
CONTRACT EXECUTED	February 20, 2017
PROJECT STARTS	March 6, 2017

**LOCATION OF BID OPENING:** 112 State Street, Suite 501, Montpelier

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<https://www.vermontjudiciary.org/ng-cms/default.aspx>

**THE VERMONT JUDICIARY WILL MAKE NO ATTEMPT TO CONTACT BIDDERS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK <https://www.vermontjudiciary.org/ng-cms/default.aspx> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.**

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# Vermont Judiciary

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## 1 Overview and General Information

### 1.1 Overview

The Vermont Judiciary (VT Judiciary) is soliciting competitive sealed, fixed price proposals (Proposals) for its Next Generation Case Management System (NG-CMS) from qualified bidders (Bidders). If a suitable offer is made in response to this Request for Proposal (RFP), VT Judiciary may enter into a contract (the Contract) to have the selected Contractor perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how VT Judiciary will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

#### 1.1.1 Objective of RFP

The objective of this procurement is to generate well-defined, measurable, and beneficial outcomes that satisfy the contract requirements and support the VT Judiciary's mission and strategic goals. This RFP describes what is required of a Bidder in terms of services, work products, and performance measures and outcomes, and, unless otherwise unequivocally stated in the RFP, places the responsibility of accomplishing them on the Bidder.

The Judiciary continues to be under great pressure to become more efficient with fewer operational resources. VTADS, described below, and the processes required to support its operation, including paper-based records, entry of data that resides elsewhere in electronic form, and multiple disparate data sources, hinder business process improvement efforts. The 2010 court restructuring, with its promise to increase management flexibility and operational efficiency, has been hindered and its benefits have not been fully realized, due to a lack of enabling technology. The transformation to an electronic-focused business model will give the Judiciary the flexibility to utilize available resources to accomplish needed work without the constraints of geography, place, and courthouse. Leveraging these technologies with automated case data intake, processing, and electronic records storage will free Judiciary resources from tedious clerical work by directing many filing and initiation tasks appropriately into the hands of the filers and automated workflows.

An NG-CMS will enable users to more easily accomplish the work of the Judiciary with an architecture that encompasses Web and mobile-based user interfaces, flexible workflow, comprehensive definitions of business rules, and robust security features. The system will feature tight integration with electronic filing, and data and document management. The system will specifically target the Judiciary's strategic goals as follows:

- Increased access to judicial process for citizens by:
  - Standardizing practices and procedures
  - Ensuring that all files, documents, and other case materials are visible unless prohibited by policy or statute
  - Enabling the Judiciary to be open and accessible to Justice Partners, the Media, and the Public, in both policy and practice.



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- Improved justice for citizens. Enabling electronic filing, electronic forms, and data and document management functionality will enhance interaction with the courts for all stakeholders and allow for:
  - Faster justice
  - Efficient justice
  - Effective and informed justice
  - Greater access to accurate and timely judicial information and improved interagency communication
- Automation and integration of Judiciary business processes will lead to:
  - Reduced clerical work performed by staff
  - Increased time for value-add work performed by staff
  - Diminished data entry by staff with no duplicative data entry
  - Maximization of data import
  - Improved functionality, accuracy, and reporting for financial systems
- Data transition from a paper-based system to an electronic system will mean:
  - Geography is irrelevant to court administration
  - The barriers of the case file and the courthouse will be removed
  - The system will be data-driven, not document-driven
  - Extensive reporting will be possible
  - Users will have the ability to better conduct impact analysis for decision makers and other branches of government
- Enhanced technology:
  - Flexible/expandable to accommodate all future growth and business process reengineering without reliance on external resource (contractor) for reprogramming
  - Device independent

The Judiciary, the State of Vermont, and the Federal government all share the goal of improving the timeliness and effectiveness of interagency communication through the increased use of standards. The NG-CMS will enhance the Judiciary's role as a hub of information for over 20 separate entities. As an information hub, the NG-CMS will have tightly integrated processes and data, inbound and outbound data interfaces, regular outputs to inform consumers, and ad-hoc information portals. These capabilities will strengthen the entire justice system through better, faster, and more accurate communication and tighter data integration.

### 1.1.2 Judiciary Background and Philosophy

The Vermont Judiciary functions as a unified court system under the direction of the Vermont Supreme Court in accordance with the Vermont Constitution, Ch. II, Section 4. The Vermont court system consists of the Supreme Court, the Superior Court, the Judicial Bureau and the Court Administrator's Office (CAO). The CAO is responsible for maintaining the budget, accounting and finance, security, network and infrastructure, and the buildings and physical assets of the Vermont Judiciary.

The Supreme Court is the court of final appeal in Vermont. The court hears appeals from the Vermont Superior Court and from certain administrative agency proceedings. The five justices of



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the Supreme Court render decisions in approximately 450 cases per year. There is no intermediate appellate court between the trial courts and the Supreme Court.

The Superior Court is the statewide trial court of general jurisdiction and there is a unit of the Superior Court in each county. The Superior Court has five divisions: criminal, family, civil, probate, and environmental. The environmental division operates statewide and is not organized into county units. Each unit of the Vermont Superior Court is managed by a Superior Court Clerk appointed by the Court Administrator and a Presiding Judge [chosen from among the Superior Judges] appointed by the Chief Superior Judge. Court Operations Managers in each unit, who report to the Superior Court Clerk, manage court staff. Approximately 45,000 cases are filed each year in the Superior Court.

The Judicial Bureau has statewide jurisdiction over civil violations. Police and other government officials have authority to charge civil violations, such as traffic violations, municipal ordinance violations, fish and wildlife violations, and various other civil violations set forth in Vermont statutes. The Judicial Bureau processes approximately 80,000 civil violation complaints per year.

Vermont has a centralized Court Administrator's office. This includes the Planning and Court Services division, Trial Court Operations division, Finance and Administration, and the Research and Information Services (RIS) division, which is responsible for the support of Technology at the Judiciary.

The Judiciary acts as a crucial hub of information for over 20 separate governmental and non-governmental entities, including tightly defined integrations of process and data, inbound and outbound interfaces of data, regular outputs to information consumers, and ad-hoc information portals.

### **1.1.3 Structure and Scope of RFP**

This document provides instructions for submitting proposals, the procedure and criteria by which the Bidder(s) will be evaluated and selected, and the contractual terms that will govern the relationship between the VT Judiciary and the Contractor.

With this RFP, the VT Judiciary seeks proposals that address the elements described in Sections 3 and 4.

This RFP is issued to provide a framework for comparative evaluation of a proposed NG-CMS by various Bidders and to facilitate a competitive procurement process. Bidders are asked to respond to the goods and services as defined in this RFP document. This RFP provides instructions for submitting proposals, the procedures and criteria by which the Bidder(s) will be selected, and the contractual terms that will govern the relationship between the VT Judiciary and the Contractor. It is the VT Judiciary's strong preference to engage with a Contractor who owns and maintains the entire proposed solution. However, proposals will be considered from Bidders that can accommodate a majority of the requirements through deployment of their own software, while needing to partner with a small number of subcontractors to complement a core NG-CMS resulting in a comprehensive NG-CMS. If the latter approach is chosen by a Bidder, the Bidder





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will be held accountable for the entire NG-CMS through implementation as well as maintenance and operations.

### 1.1.4 Current Business Environment:

The VT Judiciary is currently using a custom legacy system created in 1990 which has been maintained and enhanced by the Research & Information Services (RIS) Division. It is clear to everyone that the current system is a hindrance to modern business practice management within the VT Judiciary. The VT Judiciary, like many court systems, is being asked to do more with less. Implementation of a NG-CMS is a critical step toward helping the VT Judiciary meet that expectation. Continued reliance on this outdated system poses significant risk to the court and to the public from system failure.

The VT Judiciary has begun its technology transformation by implementing JUDCloud, a virtual private cloud infrastructure. The future of this technology transformation depends on successful project management and implementation of the NG-CMS.

### 1.1.5 Glossary of Terms

Table 1 – Glossary of Terms

Term	Definition
Abstract	An official abbreviated summary of a court judgment.
Addendum or Addenda	An addition or deletion to, a material change in, or general interest explanation of a solicitation document.
Ad-hoc report	A report produced one time to answer a single business question, not a standard report.
Authorized User	Any user external to the VT Judiciary who has elevated permissions based on his/her role (bail commissioners, resource people, law enforcement, etc.).
Bail Code	The Vermont statute that defines the bail process is located at 13 V.S.A. § 7551-7576.
Bail Agent or Entity	An Entity or Agent approved under 13 V.S.A. § 7554a.
Basketwork	Filings and other documents that need to be seen and acted on by the Judge
Bidder	A person or entity that submits a proposal in response to a Request for Proposals. Any reference to the term “bidder” in this document signifies a requirement for proposal submission.
Brady Indicator	An alert that informs the court or law enforcement that an individual is prohibited from owning or possessing a firearm or ammunition under the Brady Handgun Violence Prevention Act, see 18 U.S.C. §922(g).
CAO	The Judiciary’s administrative functions are centrally organized through the <b>Court Administrator’s Office</b> which includes the following functional areas, Planning and Court Services, Trial Court Operations, Finance and Administration, and Research & Information Services, which supports the technology needs of the system and will



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Term	Definition
	play a critical role in NG-CMS implementation.
Case Status	Case statuses include: Open, Active, Inactive, Reactivated, Disposed, Closed.
Case Type	Case types include, but are not limited to: civil or criminal.
CCO	A Conditional Custody Order is a type of order used in juvenile abuse and neglect cases.
Citation	A notification that a person must appear in court at a certain time or place to answer to an alleged violation of a law, statute, or regulation.
Civil Violation	A violation of a Vermont statute, ordinance, or regulation that is not criminal, generally defined in 4 V.S.A. Section 1102.
Closing	The date and time announced in a solicitation document as the deadline for submitting proposals.
CMS	Case Management System; the VT Judiciary's electronic system for managing all cases filed in the State of Vermont Courts.
Contract	As restricted to this Request for Proposals, an agreement between the Vermont Judicial Branch/State of Vermont for the purchase, lease, installation, rental or other acquisition or sale or other disposal by the VT Judiciary of goods and services for the new Case Management and e-filing system.
Contractor	The Bidder with whom the VT Judiciary enters into a contract. The Contractor will be the provider of services for the VT Judiciary.
COTS	Commercial-Off-the-Shelf is a term used to describe software or hardware products that are ready-made and available for sale to the general public.
CV	CV is the court acronym for civil case.
Deferred	A court ordered sentencing alternative that defers a defendant's sentencing and places the defendant on probation defined at 13 V.S.A. § 7041.
Disposition	Refers to the manner in which a case was finally disposed. May include: dismissed, plead guilty, guilty, not guilty, judgment for the Defendant, etc.
Docketing	The process of formally recording all court actions, rulings, or events in a permanent court record.
e-Access	Public electronic access to information, documents, electronic filings, and dynamic event calendars.
e-Charging	The process of submitting criminal court filings, primarily from State's Attorneys, via electronic methods.
e-Courts	An end-to-end electronic court case processing system that eliminates paper processes and includes e-filing, e-access, and other electronic court services.
Effective Date	The date on which the resulting Contract is fully approved and executed in accordance with applicable laws, rules, regulations, and/or policy.



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Term	Definition
e-Filing	The process of submitting a court filing via electronic methods.
Electronic Signature	A term used in this RFP to cover the spectrum of signatures provided in electronic form, including but not limited to digital signature, images of signatures, and encrypted signatures.
e-Portal	The capability for users to access court files and court services through the internet.
e-Service	The process of electronically notifying parties of notices and orders, and the process of electronically serving parties after non-electronic service of the complaint and summons.
Filing	A filing is the data and supporting materials provided to the court which either initiates or pertains to a case.
Foreclosure Diversion	An opportunity in Vermont law that allows a qualified homeowner in foreclosure to request mediation as defined in 12 V.S.A. § 4331.
FTA	Failure to Appear is the official term used when a defendant fails to appear for a court proceeding.
FTPF	Acronym for failure to pay fine.
GAAP	Acronym for Generally Accepted Accounting Principles.
GAL	Guardian Ad Litem – A court appointed special advocate appointed by a judge in particular cases to advise the judge on the best interests of a child or vulnerable adult involved in a case.
Judgment and Commitment	An official court document, signed by the judge, which contains the defendant's sentence, including but not limited to incarceration, suspended sentences, probation, fines, fees, assessments, restitution, or other special conditions.
Judge	For the purposes of this RFP, the term Judge refers to Judges, Justices, and Magistrates.
Judicial Workbench	Refers to the screen and computer functions that judges will use in the new case management system.
Juvenile	Any person under the age of 18 for the purposes of child welfare laws as defined at 33 V.S.A. § 4952.
LDAP	Lightweight Directory Access Protocol is an open, vendor-neutral, industry standard application protocol for accessing and maintaining distributed directory information services over an Internet Protocol (IP) network.
Mediation	The process where opposing parties, working together with a neutral mediator, attempt to resolve a dispute without the necessity of a contested hearing; the option of mediation is always available to parties and in many cases types must be undertaken before a contested hearing can occur unless otherwise waived by the court. Mediation, for the purposes of this RFP, is often substituted for Alternative Dispute Resolution (ADR).
Not Competent	A ruling by the Court that a defendant is not mentally competent to stand trial.



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Term	Definition
to Stand Trial	
OTO	Acronym for the NG-CMS's Office of Transcript Operations.
PC	Acronym for Probable Cause which is the standard upon which searches and arrests are judged.
Permanence	When the VT court no longer has jurisdiction over a child either by a child turning 18 years old or when DCF custody ends due to reunification, adoption, or permanent guardianship.
PFH	Acronym for Protection from Harassment. Treated under the RFA statute at 15 V.S.A. § 1103.
Portal	The portal is the electronic means for different external participants in the court system to submit documents and court filings. It is also the means by which external parties may access VT Judiciary public information.
Post-Conviction	Any point in a criminal proceeding after a verdict or finding of guilty or after the acceptance of a plea of guilty or nolo contendere.
Post-Jeopardy	Any events that occur after a trial has begun.
Post-Judgment	Anything that occurs after a judgment has issued in a case.
Pre-Judgment	Anything that occurs before a judgment has been issued in a case.
Probation Violation	The court process that occurs when a person, previously ordered to serve a term of probation with conditions, violates one or more of the conditions of probation, and is subject to arrest or summons as defined in 28 V.S.A. § 301.
Production Environment	A setting where software and other products are put into operation for their intended uses by end users.
Pro Hac Vice	A Latin term meaning "for this event." In the context of court proceedings, it usually refers to an attorney, not licensed in Vermont, being allowed to appear in a certain specific case; see Vermont Court Administrative Order #41, Section 13, 09/01/2012.
Proposal	A response to a Request for Proposals.
Provider	A person or entity that has been chosen by the VT Judiciary to conduct the requested scope of work post award.
Putative Father	Putative father is generally a man whose legal relationship to a child has not been established, but claims to be the father or who is alleged to be the father of a child who is born to a woman to whom he is not married to at the time of the child's birth.
Real-time	A term often used to distinguish reporting, depicting, or reacting to events at the same rate and sometimes at the same time as they unfold, rather than compressing a depiction or delaying a report or action.
Recidivism	A person's relapse into criminal or other chargeable offense behavior after the person receives sanctions or undergoes interventions for a previous crime; recidivism is often measured by re-arrest, re-charge, or new convictions.



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Term	Definition
Resource People	Individuals whose role is to assist with court processes including: mediators, interpreters, guardians ad litem, and accommodation services.
RFA	Acronym for Relief from Abuse Order. 15 V.S.A. § 1103.
RFP	Acronym for Request for Proposals. All documents, whether attached or incorporated by reference, used for soliciting Proposals using a sealed Proposal process in which award is based on a variety of factors, including but not limited to price.
RISD (or RIS)	Vermont Judiciary Research & Information Services Division.
RTM	Acronym for Requirements Traceability Matrix. A document used to check to see if current project requirements are being met.
VCIC	An acronym for Vermont Crime Information Center the agency that collects and maintains criminal history record information, manages the Sex Offender Registry, coordinates the processing of Vermont records submitted to the National Instant Check System (NICS) (persons prohibited from owning or possessing a firearm) and collects and compiles data for the annual state of Vermont Uniform Crime Report; the agency also transmits certain fingerprint-supported records to the FBI.
VTADS	Acronym for Vermont Automated Docketing System, the current case management system used by the VT Judiciary.
Seal/Restrict	Refers to a statute, rule of the court, or order of the court whereby a document, filing, or piece of evidence can only be accessed by approved individuals.
Services	Professional services conducted by the Bidder to deliver requested NG-CMS functionality (e.g., project management, system configuration and customization, training, and testing).
SC	Acronym for Supreme Court.
SRL	Acronym for Self-Represented Litigant – also known as Pro Se litigant
Stakeholder	Any person, group, or agency that interacts with the court system.
State	State of Vermont.
Surety	A person who posts property, other than cash, to gain the release of a defendant.
Surety Bail	Bail secured by any property other than cash.
T&M	Acronym for Time and Material.
TRO	Acronym for temporary restraining order. A TRO is a form of injunctive relief that can be ordered by the court.
UTC	Uniform Traffic Complaint as defined at 23 V.S.A. § 2203
U.S.C.	Legal citation for the United States Code.
VAA	Acronym for Vermont Arbitration Act at 12 V.S.A. § 5651-5681.
VCVC	Vermont Civil Violation Complaint, the civil citations under the jurisdiction of the Judicial Bureau as defined by 4 V.S.A. § 1102



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Term	Definition
VJB	Acronym for the Vermont Judicial Bureau. A division of the VT Judiciary that handles traffic infractions for the State through a centralized process.
V.R.C.P.	Vermont Rules of Civil Procedure.
V.R.CR.P.	Vermont Rules of Criminal Procedure.
V.S.A.	Vermont Statute Annotated



# Vermont Judiciary

## Next Generation Case Management System

### 2 Schedule of Events

The expected timetable, including the Proposal due Date and other important dates, are set forth below. The name of any Bidder submitting a proposal shall be a matter of public record on the Proposal Due Date.

**Table 2 – Schedule of Events**

Date Posted	<b>July 1, 2016</b>
Bidders Conference	July 18, 2016 at 1:00 p.m.
Questions Due	July 25, 2016 by 4:00 p.m.
Responses Due	July 29, 2016 by 4:00 p.m.
Proposals Due	September 12, 2016
Finalist Demonstrations	November 07-15, 2016
Selection Notification	November 28, 2016
Independent Review	December 12 – January 31, 2017
Contract Executed	February 20, 2017
Project Starts	March 06, 2017

#### 2.1 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of:

**Jeffery Loewer**, Chief Information Officer  
 Vermont Judiciary  
 Research and Information Services  
 112 State Street, Suite 501  
 Montpelier VT 05609-0708

**Jeffery Loewer**, Chief Information Officer is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

E-mail Address: [Jeffery.Loewer@vermont.gov](mailto:Jeffery.Loewer@vermont.gov)

#### 2.2 Questions and Answers

Any Bidder requiring clarification of any section of this proposal or wishing to comment on any requirements or other portion of the RFP must submit specific questions in writing no later than the date and time indicated in the Schedule of Events table. Questions may be e-mailed to [Jeffery.Loewer@vermont.gov](mailto:Jeffery.Loewer@vermont.gov). Any question on any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the Judiciary's responses will be posted on the Judiciary's



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web site <https://www.vermontjudiciary.org/ng-cms/default.aspx>. Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

### **2.3 Bidders Conference:**

The Judiciary will sponsor a non-mandatory Bidders Conference concerning this RFP beginning at the date and time shown in Table 2. The Bidders Conference will be conducted via teleconference / web-conference only; there will be no physical venue for this meeting. Conference details will be posted to the designated Judiciary NG-CMS RFP website (<https://www.vermontjudiciary.org/ng-cms/default.aspx>). Although the Bidders Conference is not mandatory, the Judiciary strongly encourages interested Bidders to participate. The purpose of the Bidders Conference is to answer and/or receive questions, clarify for potential Bidders any aspect of the RFP requirements that may be necessary, and provide supplemental information to assist potential Bidders in submitting responses to the RFP.





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### 3 Scope of Services

#### 3.1 Introduction

This section describes the scope of services that the Bidder shall provide to the VT Judiciary. The scope of services includes the acquisition of an NG-CMS that supports the requirements described within this RFP section 3, and the implementation services required to implement the acquired NG-CMS. The combination of these services as described in this section are considered to be the scope of goods and services of this RFP. As Bidders complete their response proposals to this RFP they will need to refer to this section for detailed descriptions of the goods and services required by the VT Judiciary. The work as it is defined herein will become part of the contract resulting from this procurement, and it will be the responsibility of the Contractor to ensure that it is performed to completion in accordance with the terms and conditions of the contract.

Additional information is provided, as applicable, regarding each business function. Descriptions, requirements, and other information in this section are not intended to be completely exhaustive. The VT Judiciary expects to work with the Contractor to ensure that all services are performed to the satisfaction of the VT Judiciary, regardless of whether a specific detail is included or omitted in this outline of the scope of work.

Bidders should provide the appropriate enterprise software application licensing for all NG-CMS users within Vermont and for *all* needed functionality as described in this RFP. The VT Judiciary expects that any current or future technologies, modules, and applications that are developed to support or enhance the Bidder's NG-CMS solution will be included within the scope of this contract. Bidders will be required to provide, through a contract resulting from this RFP, licenses for all NG-CMS modules and functionality needed to satisfy the requirements as described in this RFP, regardless of whether those licenses are for the core solution or a constellation of products and modules combined into the solution. Bidders should describe functionality and modules that may support requirements for a full NG-CMS that the VT Judiciary has not contemplated in this RFP. Qualified Bidders should be able to demonstrate a full complement of existing applications and capabilities currently in use in statewide and/or large multi-site jurisdictional production environments.

The scope of this RFP includes the procurement of a NG-CMS, as well as the professional and technical services described below. While the VT Judiciary will be fully in charge of the high-level project management of priorities and process, the Contractor will lead and conduct all professional and technical services tasks to implement the proposed system. VT Judiciary staff may assist in this process, but responsibility for the completion of service tasks rests with the Contractor.

The professional and technical services scope of this RFP includes all phases of the planning and implementation lifecycle.

The scope of this project includes but is not limited to the following professional and technical services:

- Initial Project Planning and Gap Analysis



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- Conducting a Project Kickoff Meeting
- Development of a Gap Analysis Report
- Development of a Requirements Traceability Matrix (RTM)
- Conducting a Business Process Review resulting in:
  - Development of “To-be” Business Process Diagrams (Visio)
  - Development of “To-be” Business Process Narratives
  - Development of an Implementation Work Plan
  - Development of a Data Conversion Plan
- NG-CMS Implementation
  - Project Management
  - Software Installation
  - Data Exchange Design and Development
  - System Configuration
  - System Customization
  - Development of Reports and Forms
  - Testing
  - Technical and End-user Training
- Ongoing Maintenance and Support

### 3.2 Initial Project Planning and Gap Analysis (Post-Award)

The VT Judiciary expects the Contractor to work in consultation with the VT Judiciary Project Team and others to effectively manage the configuration and deployment of the system components identified in this RFP. A project governance structure will be enacted by the VT Judiciary to address project conflicts, change requests, project decisions, and policy items that are outside the technology management structure, and are ultimately resolved by the VT Judiciary project governance process. The VT Judiciary expects to participate in and monitor implementation progress and will make all decisions regarding implementation issues.

The VT Judiciary anticipates that this phase will span a duration of six or more months and will result in a detailed set of approved deliverables that will enable the VT Judiciary to clearly understand the scope of work, duration, effort, and roles and responsibilities required to complete all implementation tasks for the NG-CMS. This includes a comprehensive review of the reporting capabilities of the selected NG-CMS, including additional needs for a data warehouse, data marts or other mechanisms to accommodate the reporting needs of the VT Judiciary. The end of this phase represents a critical milestone upon which the VT Judiciary will make decisions about whether (or how) to advance to the Implementation phase for the NG-CMS. The planning deliverables produced during this phase will be used by the Contractor during the NG-CMS Implementation phase. Deviations from the plans approved during this phase will be managed under an agreed upon Configuration Management (Change Control) process before being approved.

The following tasks will be included in this initial project phase:



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### **3.2.1 Conduct Project Kickoff**

A project kickoff meeting serves to inform affected parties about the project and to answer any general questions about the project. The Contractor will facilitate a project kickoff meeting for stakeholders and members of the VT Judiciary. The project kickoff should serve as an introduction to the project, and include general information, such as project plan and project schedule, and introduce key members of the Contractor's team to the VT Judiciary.

### **3.2.2 Conduct a Gap Analysis**

The VT Judiciary believes that one of the critical first phases of the NG-CMS implementation project is to determine the gap between the Contractor's proposed COTS NG-CMS and VT Judiciary electronic case management needs, and also determine how the Contractor will close the gap in a way that will satisfy the VT Judiciary's requirements. The VT Judiciary refers to this phase as Gap Analysis. The Contractor will facilitate the Gap Analysis process and produce all required documentation that results from it. The VT Judiciary also expects to participate in this phase of the NG-CMS project, and requests that all Bidders to this RFP define the roles required during this phase, as well as provide an estimate of time required by each VT Judiciary role.

### **3.2.3 Develop a Requirements Traceability Matrix (RTM)**

A Requirements Traceability Matrix (RTM) provides a clear illustration of how a Contractor's solution addresses the required functionality described in an RFP. The Contractor will work with the VT Judiciary to establish an agreed-upon format for the RTM. The Contractor will then develop a RTM to cross reference the required functionality of the system and how the proposed NG-CMS will specifically provide that functionality. The RTM should include a level of detail that describes how a screen, module, or function in the proposed system will accomplish required functionality for the VT Judiciary.

### **3.2.4 Conduct a Business Process Review**

As part of this RFP, the VT Judiciary has provided descriptions of the current or "as-is" business processes at the Judiciary. The Contractor will develop diagrams and narratives illustrating the "to-be" business processes that will exist as a result of implementing the new NG-CMS.

### **3.2.5 Develop a Preliminary Implementation Work Plan**

A preliminary work plan sets expectations for the project regarding scheduling and sequence of implementation. The preliminary implementation work plan should include specifics such as: software installation plan, scope of effort, and installation schedule. The Contractor shall develop a preliminary implementation work plan addressing these elements. The preliminary implementation work plan shall include a signoff page for the VT Judiciary.

### **3.2.6 Develop a Data Conversion Plan**

The VT Judiciary intends to migrate some or all of the essential information (data and images) maintained in its current systems into the NG-CMS. The VT Judiciary's goal is to ensure that upon implementation of the replacement system the legacy systems described below may be retired and will not be required for data entry or retrieval.



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The legacy VT Judiciary systems that are currently in use and targeted for retirement as a result of the NG-CMS project include:

- VTADS
- VTEC
  - Vermont Environmental Court (a VTADS derivative)
- Judicial Bureau Traffic Module (a VTADS-like system)
  - Including the integrated 1mage Document Management System Ticket Repository
- Judicial Bureau Municipal Ordinance/Fish & Wildlife Module (a VTADS-like system)
- Attorney Licensing Database from Attorney Regulation (MS Access)
- Professional Responsibility Board Case Management Database (MS Access)
- Supreme Court Docket Management System (MS Access)

For additional details and information regarding VT Judiciary's vision regarding data conversion, please see Attachment F.

The VT Judiciary is also interested in learning how the Bidder proposes that the VT Judiciary can continue to "view" data in the future that it determines will not be migrated into the new NG-CMS; a description of this approach should be included in the Bidder's response.

A representative Data Conversion Analysis approach should be contained within the Bidder's sample Implementation Work Plan. Although data conversion and migration services may be engaged through a potential contract amendment, Bidders should describe their capacity and experience in implementing data conversion and migration services that are of similar size and scope to the VT Judiciary NG-CMS implementation.

### 3.2.7 Project Planning and Gap Analysis Tasks and Deliverables

The Initial Project Planning and Gap Analysis phase includes but may not be limited to the following tasks and deliverables:

**Table 3.1 – Project Planning and Gap Analysis Tasks and Deliverables**

Task	Deliverables
Conduct a Project Kickoff Meeting	D1 – Project Kickoff Meeting Documentation
Conduct a Gap Analysis	D2 – Detailed Gap Analysis Report, including but not limited to: <ul style="list-style-type: none"> <li>• A detailed description of how the proposed solution will be configured to accommodate the VT Judiciary's requirements</li> <li>• A detailed description of any customization required to accommodate the VT Judiciary's requirements</li> <li>• The purpose of the reporting assessment component of the deliverable is to understand the strengths and weaknesses of the proposed NG-CMS reporting capabilities, which may lead to the future implementation of a data warehouse.</li> </ul>



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Task	Deliverables
Develop Requirements Traceability Matrix (RTM)	D3 – RTM to cross-reference between required functionality of the system and how the proposed NG-CMS will specifically provide the functionality; including but not limited to the screen, module, or function in the proposed system that will accomplish a function. The RTM shall be developed in a format agreed upon by the VT Judiciary and the Provider.
Conduct a Business Process Review	D4 – Finalized Business Processes Document to reflect the fully implemented e-filing, to include: <ul style="list-style-type: none"> <li>• “To-be” Business Process Diagrams (Visio)</li> <li>• “To-be” Business Process Narratives</li> </ul>
Develop Preliminary Implementation Work Plan	D5 – Detailed Implementation Work Plan, including all services as described in Section 3 of the RFP; and most critically: Software Installation Plan, to include but not limited to: <ul style="list-style-type: none"> <li>• Scope of effort</li> <li>• Installation schedule</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> If the solution is proposed as on premise, this deliverable should also provide a detailed hardware and operating system specification and design that enables the VT Judiciary to acquire and deploy the appropriate infrastructure in support of the NG-CMS. If the solution is proposed as either hosted or Software-as-a-Service (SaaS), this deliverable should provide hosting details, associated providers, cost estimates, and storage requirement projections. Data Exchange Design and Development Plan, to include but not limited to: <ul style="list-style-type: none"> <li>• Data Exchange Specifications for Current and Future (in scope) systems</li> <li>• Recommendations for improvements in Current data exchanges</li> <li>• Identification of data exchange barriers, with options for addressing them</li> <li>• Testing considerations for data exchanges</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> Detailed Testing Plan, to include but not limited to: <ul style="list-style-type: none"> <li>• Unit testing procedures, inputs, and expected results</li> <li>• Integration testing procedures, inputs, and expected results</li> <li>• Performance testing procedures, inputs, and expected results</li> <li>• Regression testing procedures, inputs, and expected results</li> </ul>



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Task	Deliverables
	<ul style="list-style-type: none"> <li>Usability testing procedures, inputs, and expected results</li> <li>User acceptance testing scripts to be developed; UAT support to be provided to the VT Judiciary</li> </ul> Detailed Training Plan, to include but not limited to: <ul style="list-style-type: none"> <li>Detailed curriculum descriptions, including objectives, prerequisites and intended audience</li> <li>Detailed plan for development of training materials</li> <li>Preliminary training schedule aligned with the rollout strategy</li> </ul>
Develop a Data Conversion Analysis	D6 – Detailed Data Conversion Analysis Report, including but not limited to: <ul style="list-style-type: none"> <li>Identification of legacy data items to be migrated; legacy data items that should not be migrated, and alternative methodologies for retaining access to this data without the use of the original legacy systems.</li> <li>Data cleansing alternatives and recommendations</li> <li>Crosswalk of legacy data items to NG-CMS data items</li> <li>Scope of ETL script development effort</li> <li>Signoff page for VT Judiciary consideration</li> </ul>

### 3.3 NG-CMS Implementation

The output from the Initial Project Planning and Gap Analysis phase will be used by the Contractor to govern the implementation of the NG-CMS solution.

The Bidder should propose implementation services that accomplish two distinct but related goals: replace the existing court case management systems with the proposed NG-CMS, and implement electronic filing (e-filing) and electronic document management to support all case types. The second goal will result in implementing NG-CMS functionality across all Vermont courts in an efficient and timely manner while fully meeting the needs of the VT Judiciary. It is important to note that, in order to realize efficiencies, implementation of e-filing may occur shortly after each court (or region's) NG-CMS implementation (e.g., 30 to 90 days).

The Judiciary will consider hosting options that best meet the needs of the Judiciary, while ensuring security of the data. Bidders should assume that the data to be accessed, stored, processed and transmitted is high risk data protected by State and federal laws and exempt from disclosure under State of Vermont Access to Records Law. Bidders should propose options that meet these needs, including but not limited to: Judiciary-hosted (private cloud or other options; Contractor-hosted (e.g. Software as a Service (SaaS)). The Judiciary's assumption, however, is that the e-filing functionality would be Contractor (or subcontractor) hosted. Bidders should describe alternate hosting scenarios for e-filing if they are being proposed.





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The implementation of the NG-CMS will occur for all courts and for all case types and services. The strategy for successful implementation will be based on the Bidder's experience, but at this time the VT Judiciary desires a strategy whereby a full implementation is completed within three to five years of contract execution.

The scope of the *NG-CMS Implementation* requirements includes the following non-discretionary items:

1. An implementation strategy that supports the efficient rollout of the full system across the state, subsequent to the successful completion of pilot locations.
2. An implementation strategy whereby a team of resources, well-trained in the NG-CMS, would be available for each courthouse during system production cut-over in order to assist clerks and judges with issue resolution on a timely basis.
  - **Piloting and Sequencing:** Describe the structure and approach the Bidder uses to determine an appropriate rollout strategy and pilot installation. Specifically address preferred rollout strategies based on experience and success (court rollout, case type, etc.).
  - **e-filing and NG-CMS:** Describe how the rollout strategy involves both the new e-filing capabilities and functionality of the NG-CMS (e.g., describe if the recommendation is for lawyers to gain access to the e-filing system before self-represented litigants).
  - **Rollout Support:** Describe the level of support the Bidder's team provides for court locations during the days and weeks leading up to, and immediately following the go-live date for each location. Include a description of the Bidder's technical and functional support resources used during these rollout phases. Describe any VT Judiciary resources that may be required to execute the proposed rollout strategy. As part of this description, specifically identify a plan for deploying both Bidder and/or VT Judiciary court process experts in courts during the rollout period. Describe how this process would be implemented, based on the Bidder's experience to include time periods, resource needs, etc.
  - **Public Access/e-filing/Repository:** Describe the Bidder's plan for the public and extended access users to use the web-based portal during the transition to the proposed solution.
  - **Appellate System:** Describe the process for transitioning the VT Judiciary's existing appellate case management system to the proposed NG-CMS. Provide information regarding when and how this transition would be proposed as part of the NG-CMS implementation.
  - **Jury Management:** Describe the process for transitioning the VT Judiciary to proposed jury management functionality.
  - **Judicial Workbench:** Describe the process for implementing the Judicial Workbench or e-Bench functionality as an integral part of the NG-CMS implementation.



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- **Attorney Regulation:** Describe the process for implementing the Attorney Regulation functionality in parallel with or as an integral part of the NG-CMS implementation.

Details about the NG-CMS Implementation Phase tasks are described in the subsections below.

### 3.3.1 Project Management

A selected Contractor shall agree to follow project management methodologies that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide. All staff and subcontractors proposed to be used by a Contractor shall be required to follow a consistent methodology for all Contract activities.

The Contractor will provide a Project Management Professional (PMP) certified project manager ("PM") and his/her effort will incorporate all the tasks necessary to successfully implement the project. These tasks will include, among others, consistent with the PMBOK methodology updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for Judiciary's stakeholders. A successful Contractor's Project Manager shall have overall responsibility for the project deliverables, schedule, and successful implementation of the project as planned and all activities of Contractor's resources.

The Judiciary's Project Manager shall supervise the Contractor's performance to the extent necessary to ensure that the Contractor meets performance expectations and standards. A selected Contractor's Project Manager shall work closely with the Judiciary's Project Manager on a day to day basis. A selected Contractor's Project Manager shall be on-site in Vermont as the Judiciary may require during the entire project based upon an agreed project schedule. A selected Contractor's Project Manager shall be required to schedule and facilitate weekly project team status meetings either onsite in Vermont or via teleconference.

A selected Contractor's Project Manager shall provide periodic written Status Reports to the Judiciary Project Manager. The frequency of these reports will be agreed upon between the Provider and the VT Judiciary, and may fluctuate depending on project phase. Status Reports shall include, at a minimum: all tasks accomplished, incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the coming two weeks, an updated status of tasks (entered into the Project Plan and attached to the Status Report – e.g., % completed, completed, resources assigned to tasks, etc.), the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, requirements to resolve unresolved issues, action items, problems, installation and maintenance results, and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule where applicable. The VT Judiciary and the Contractor's PM will come to agreement on the exact format of the report document at or before the project kickoff meeting.

The State shall require, at a minimum, the following Project Management Deliverables:





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- Contractor PM to work with Judiciary project team to finalize a detailed project work plan (in Microsoft Project). The selected Contractor shall maintain and update the project plan on a regular basis (at least weekly, if not daily).
- Project kickoff meeting.
- A detailed Project Management Plan (PMP).
- Periodic project status reports as defined above.
- Up-to-date project issues log.
- Up-to-date risk log.
- Weekly project team meetings which shall include meeting agendas and meeting discussion log, action items and update issues and risk logs accordingly.

The VT Judiciary will be responsible for managing the overall project, however the Contractor will be responsible for project management activities related to the management of Contractor resources and tasks. This includes, but is not limited to:

- Actively managing all Contractor resources
- Scheduling and actively participating in project status meetings with the VT Judiciary
- Maintaining and updating the Contractor's:
  - Implementation Work Plan and Schedule
  - Project risks and issues log
  - Project action item list (as appropriate)
- Producing Project Status Reports on an agreed-upon frequency

### **Change Management**

The Contractor must directly manage all activities related to Change Management. The Contractor will be required to work with the Judiciary's Project Manager to establish and execute a change management plan to include all aspects of Change Management. This work will include, but is not limited to, defining and executing activities involved in (1) defining and instilling new values, attitudes, norms, and behaviors within the Judiciary and (2) creating and conducting thorough testing and training tasks to ensure successful implementation and use of the NG-CMS system.

### **Contract/Project Change Orders**

Any change to a Contract that alters one or more aspects of the Project scope, schedule, deliverables, or cost, may require a formal Change Request. While such changes may typically incur additional costs and possible delays relative to the project schedule, some changes may result in less cost to the Judiciary (i.e.; the Judiciary decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected Contractor. A change order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

Change Orders will be developed jointly and every effort will be made to adhere to the approved Project Plan. The Judiciary's Project Manager and the Contractor's Project Manager will decide whether a formal Change Request is necessary. If a formal Change Request is necessary, the Project Manager for requesting party will prepare a Change Request detailing the impacts on



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scope, schedule, deliverables, resources, and cost. Once completed, the Change Request will be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Request in writing within (10) ten business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the VT Judiciary.

All Change Requests that are mutually agreed upon in writing will be considered an amendment to a Contract.

The Judiciary will not pay for the effort involved in developing a change order. The Contractor shall bear the cost of estimating the cost or savings, time, and manpower required to implement all change requests forthcoming from the VT Judiciary during the course of the Project. The VT Judiciary and the selected Contractor will work together to outline a change control process which will be used to manage changes to the scope of work being performed.

### **In the responses provided to this RFP, please address the following items:**

1. Bidder's proposed management team should include a Project Management Professional (PMP)-certified project manager ideally with six (6) years of experience on large court case management system projects involving configuration, integration, implementation, and training.
2. Bidder's proposed implementation management approach should include project change control and quality control processes and documentation including approval processes.
3. Bidder's proposed implementation management approach should include adoption of the Project Management Plan elements.
4. Bidder's proposed management approach should include a project management methodology that follows Project Management Body of Knowledge (PMBOK), 5th Edition.
5. The Bidder is required to maintain at least one (1) dedicated Project Manager, who will be required to be on site in Montpelier, Vermont as necessary based on project phase, for the duration of the implementation period.
6. All Contractor resources, including sub-contractors and contractors, assigned to the VT Judiciary project will be subject to, and must pass required background checks.
7. The Bidder's proposal should describe and demonstrate how the proposed solution will support the VT Judiciary's requirements and the resulting Configuration Plan's impact on the project schedule. In the Configuration Plan, the Bidder should describe the steps and effort needed to complete the configuration process.
8. The Bidder's proposal should describe the system customization approach to support the VT Judiciary's requirements, including impact on cost and project schedule. **Note:** It is the VT Judiciary's intent to minimize customization whenever possible.
9. The Contractor will be asked to facilitate workshops with VT Judiciary stakeholders regarding business processes, and how the proposed solution will support them.
10. The Contractor will fully document, via UML ddiagrams and written narrative, the "to-be" business processes for all VT Judiciary business processes.



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11. The Contractor will define an implementation timeline for the configuration and customization activities and work with the VT Judiciary Project Manager to update the Project Management Plan and Project Schedule accordingly.
12. The Bidder should describe the VT Judiciary signoff process required to advance between project phases.

### **3.3.2 Software Installation**

The Bidder's firm fixed price should include licensing for all environments listed below. The Bidder will be responsible for the licensing and installation of all software; if the Bidder's proposal involves the Judiciary hosting part or all of the proposed NG-CMS, the VT Judiciary will be responsible for acquiring, installing, and configuring all hardware required to support the proposed NG-CMS functionality of the NG-CMS. The VT Judiciary expects that multiple environments will be available to support the implementation phase of the NG-CMS as well as its operational phase. These environments should include, but are not limited to:

- Configuration
- Testing
- Training
- Production
- Disaster Recovery / Business Continuity
- Reporting, including Analytics and Business Intelligence capability

A version control methodology and data synchronization strategy will be developed through collaboration between the Provider and the VT Judiciary. The VT Judiciary expects that the Contractor will install and configure the NG-CMS software as a result of this contract. The VT Judiciary expects that the Contractor will host the e-filing portal, and will manage all hardware and software installation and configuration for that environment.

### **3.3.3 Data Exchange Design and Development**

The VT Judiciary's existing case management environment currently exchanges information with other internal and external systems. The basic purpose and method for each of these data exchanges is described in Attachment G – Data Exchange Specifications. It is the VT Judiciary's intention to maintain these exchanges to existing systems, using similar exchange methods. While it is the VT Judiciary's intention not to lose any of its functionality with current data exchanges, it is open to methods for meeting that functionality by means other than those in place today.

The Contractor will be responsible for the design, development, and implementation of all data exchanges that are in the scope of this RFP, including all exchanges listed in Attachment G that are identified as 'In-Scope'. The VT Judiciary expects to assume a supporting role in this effort. The Contractor will work collaboratively with the external stakeholder owners of these systems during the design and development of the required data exchanges. The Contractor must transfer knowledge to VT Judiciary staff regarding the development of data exchanges that will enable the VT Judiciary to be self-sufficient for the development of data exchanges in the future. The VT Judiciary desires the ability to do custom development of additional data exchanges via a standard



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set of tools, such as Application Programming Interfaces (APIs) or a Web Services Interface, into the Contractor's product after the initial set of data exchanges have been developed and deployed.

The design, development and implementation of these data exchanges should be conducted by the Contractor within the firm fixed price. The VT Judiciary anticipates that future requirements may dictate the design and development of additional data exchanges with internal or external systems yet to be determined. It is the VT Judiciary's expectation that any data exchanges that are developed will be supported by the Contractor through the maintenance and support agreement, and will be incorporated into the core NG-CMS product.

A representative Data Exchange Design and Development approach should be included in the Bidder's sample Implementation Work Plan, and should address the following:

1. An approach to developing data exchanges
2. An approach to designing and developing future data exchanges that currently do not exist
3. Description of tools, either internal or third party, to facilitate the data exchange development and deployment process
4. Description of strategies to conduct the final cutover process from the current data exchanges to the data exchanges with the NG-CMS
5. Identification of VT Judiciary resources required to execute the proposed data exchange strategies
6. Based on experience with similar projects, a description of the critical success factors associated with successful data exchange development and deployment
7. Description of typical risks/issues/bottlenecks and barriers in the data exchange process that may reduce the likelihood of success or significantly increase cost
8. Descriptions of integrations with third party products and applications and their use in existing deployments of the Bidder's product.
9. Description of the Bidder's experience developing data exchanges similar to those described in Attachment G

### 3.3.4 System Configuration

The VT Judiciary expects that the selected NG-CMS will be highly configurable, supporting the vast majority of the requirements defined in this RFP. The VT Judiciary also expects that the Contractor will work collaboratively with the VT Judiciary to design the configuration changes (see "Gap Analysis" above), and will execute those changes on behalf of the VT Judiciary during the implementation phase of the NG-CMS. The VT Judiciary expects that configuration will be used to execute changes in areas including but not limited to:

- Screens
- Fields
- Workflow
- Dashboards
- Dispositions



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The VT Judiciary further expects that all post-implementation configurations may be accomplished by VT Judiciary staff. To that end, the Bidder should describe a knowledge transfer process to support this.

The scope of the *System Configuration* requirements includes the following items:

1. The Bidder's system configuration methodology should apply best-practice Configuration Management (CM) planning and principles for installation, configuration, implementation, and maintenance phases of the project to include:
  - CM promotion activities
  - CM release activities
  - CM back out activities
  - Change management
  - Configuration audit activities
  - Capacity management activities
2. The Bidder's proposed staffing model should include a Configuration Management Specialist.

### 3.3.5 System Customization

Customization should be limited. Minimal customizations may be necessary to satisfy the requirements defined in this RFP. As a general rule, customization should not be required unless it directly supports future statutory requirements that cannot be accommodated through system configuration. If customization is required to accommodate VT Judiciary-specific business processes or statutes, the Bidder should incorporate the customization (e.g., modules) as a core element of the NG-CMS that is managed through the standard system maintenance and support structure. Custom modules that are developed for other customers should be provided to the VT Judiciary at no additional cost.

### 3.3.6 Development of Reports and Forms

All reports and forms that are described in this RFP and that are identified through the Initial Planning and Gap Analysis phase should be developed by the Contractor. Reports may include custom reports, a repository of queries, and dashboards. Forms may be designed as data displayed on screens that may be printed, or forms that are printed and include data extracted from the Contractor's NG-CMS database. These may include but are not limited to:

1. Self-Represented Litigant (SRL) (a.k.a *Pro Se*) forms
2. Configurable queries
3. Custom reports
4. Dashboards that present analytics

### 3.3.7 Testing

The Contractor will conduct comprehensive testing of the NG-CMS once configuration and customization activities have been completed. Provider testing activities should include, but not be limited to the following tasks:

- Unit testing



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- Integration System testing
- Performance testing
- Regression testing
- Usability testing
- Penetration testing
- Support for User Acceptance testing
- Tracing all testing activity and results to the Requirements Traceability Matrix (RTM)

The VT Judiciary will conduct the majority of the User Acceptance Testing (UAT) activities with VT Judiciary internal resources. The Contractor's test team will be required to provide the VT Judiciary team with sample test scripts, support a defect tracking tool and process, and meet with the VT Judiciary test team to discuss and prioritize defects and repair defects identified during UAT in an expeditious manner.

### 3.3.8 Technical and End-user Training

#### **State-Wide Training Strategy**

The NG-CMS will be implemented throughout the VT Judiciary system and will involve training in multiple geographic locations. The VT Judiciary requires that the Contractor develop and implement a training plan. The Contractor is expected to play a lead role and conduct the majority of training classes for all stakeholder groups during the implementation phase of the project. The Training Plan should also encompass a "train-the-trainer" strategy to effectively transfer knowledge to VT Judiciary subject matter experts, who may support both implementation and ongoing training efforts.

The Contractor will collaborate with the VT Judiciary to determine training resources that will be required on an ongoing basis, including the need for Contractor training resources, VT Judiciary training resources and/or 3<sup>rd</sup> party training resources.

The strategy for training end users of the selected software for the Vermont Judiciary will be a train the trainer hybrid model along with Contractor-facilitated training. We see the model working as one where the Contractor trains a previously identified core team of five (5) to ten (10) people proficient with technology, business practices, and teaching ability. The Contractor should provide immersion training to the core group of trainers before go-live date, followed by one or more train the trainer sessions. In those sessions, the trainers would be trained on how to train others on the system, with the goal to make the trainers feel as comfortable as possible with the system.

The expectation is that the Contractor will then go to each court for a hands-on training session with court staff and judges, and the core team will assist the Contractor's trainers, further deepening their knowledge and skills, which will ultimately establish the core team as the subject matter experts to ensure success and leadership going forward. However, one of the important goals is to make certain that as many court staff and judges as possible receive direct information from the Contractor to create a solid foundation that the core team will then build upon with continued instruction and support.

#### **Training Materials**





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The Judiciary requires that all training materials be provided by the Contractor in a modifiable format so that they can be updated as needed by the core team on any new configuration items, changes in workflow or statutory changes to name a few. The Judiciary requires the Contractor to provide customized training materials for the system as configured for the Vermont Judiciary, and these materials must be the ones used to train the trainers.

### **Conclusion**

The proposed training model is to ensure consistency between courts, thoughtful business process change training, exceptional technical computer training, up-to-date training materials, and successful implementation of the new case management system. The strategy may need slight modification depending on Provider's rollout strategy, e.g., phased rollout versus big bang rollout. The Vermont Judiciary asks the Bidder to provide a description of its recommended Training Plan for end users, specifically any substantive or procedural innovations used by the Bidder on similar projects that are applicable to the services described in this RFP.

The scope of the *Technical and End-user Training* requirements includes the following items to be conducted as part of the contract (e.g., post-award):

### **Required:**

- The Contractor will be responsible for providing the VT Judiciary with all training documents to include but not limited to quick reference cards, user guides, Frequently Asked Questions (FAQs)
- The Go Live Training Series may be recorded in video/audio, screen capture, slide deck and packaged for later use by the VT Judiciary such that new users should be able to self-guide through the training
- The Contractor's proposed training materials should be customized to include the unique business processes of the VT Judiciary
- The Contractor's proposed training service should include training for all user roles for the proposed NG-CMS
- Transfer of knowledge for development of data exchanges
- Transfer of knowledge for system configuration

The Bidder's proposed training service will address the training requirements for all user types for the e-filing functionality, including but not limited to SRL filers, attorneys, and public safety officials.

### **Desired:**

- The Bidder's proposed training service should involve close coordination with the VT Judiciary Project Manager regarding materials, training, and implementation timelines
- The Bidders's proposed training service should involve the ability for users to print and search content within all training manuals
- The Bidder's proposed training service should involve the development and use of a quick reference guide, course PowerPoint slide deck, and knowledge transfer to VT Judiciary staff through various media, including classroom and web-based training



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- The Bidder's proposed training service should include an ongoing evaluation process to evaluate quality and effectiveness of training
- The Bidder's proposed training service should include the provisioning of a training environment, separate from the transactional production environment, where users will be able to gain hands-on experience as they learn new processes
- The Bidder's proposed training service should include access to an online help feature that is customizable by the VT Judiciary and accessible by all users of the system
- The Bidder's proposed training service should include a comprehensive training program for both implementation and ongoing support
- The Bidder's proposed training service should include a repository for the storage of training manuals and documents for easy accessibility by application users and trainers
- The Bidder's proposed training materials should include examples of standard reports in the user documentation
- The Bidder's proposed training materials should include screen shot examples of all application screens
- The Bidder's proposed training service should include Computer-Based Training (CBT) or web-based training modules

The Bidder should describe an approach to training stakeholders, including development of customized training materials that address the unique VT Judiciary configuration and customization of the proposed NG-CMS, identification of training needs, development of training schedules, engagement of key members of the VT Judiciary in training activities, implementation of the Training Plan, and identification of ongoing operational training needs as they arise. A sample Training Plan should be included in response to this section. The sample Training Plan should include, but not necessarily limited to the following:

1. Design, development, and delivery of customized training and reference materials
2. Design, development, and delivery of customized training classes
3. Design, development, and delivery of other educational materials (as required)
4. Mapping of participant roles to appropriate training classes and artifacts
5. Scheduling all training activities
6. Assessment of the effectiveness of all training activities; develop and execute a remediation plan as necessary

### **Implementation Tasks and Deliverables**

The NG-CMS Implementation phase includes, but may not be limited to, the following tasks and deliverables:





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**Table 3.2 – NG-CMS Implementation Tasks and Deliverables**

Task	Deliverables
Project Management	D7 – Project Status Reports, to include but not limited to: <ul style="list-style-type: none"> <li>• Work completed during the reporting period</li> <li>• Work planned but not completed during the reporting period</li> <li>• Work planned for the next reporting period</li> <li>• Listing of all open risks and issues</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
Software Installation	D8 – Final Software Installation Status Report, including but not limited to: <ul style="list-style-type: none"> <li>• Detailed description of software installed</li> <li>• Detailed description of environments installed (e.g., Training, Testing, Production)</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
Data Exchange Design and Development	D9 – Final Data Exchange Design and Development Status Report, including but not limited to: <ul style="list-style-type: none"> <li>• Summary listing of systems within which the NG-CMS system interfaces</li> <li>• Diagram(s) of systems that integrate with the NG-CMS</li> <li>• Detailed description of interface protocols for each system that interfaces with the NG-CMS and mapping of the data and fields being transferred.</li> <li>• Training documentation to be used in knowledge transfer with the VT Judiciary</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
System Configuration	D10 – System Configuration Report, to include but not limited to: <ul style="list-style-type: none"> <li>• Configuration requirements</li> <li>• Scope of configuration effort</li> <li>• Detailed configuration specifications and design</li> <li>• Configuration schedule</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> D11 – Final System Configuration Status Report, to include but not limited to: <ul style="list-style-type: none"> <li>• Final status of configuration effort</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
System Customization	D12 – System Customization Report, to include but not limited to: <ul style="list-style-type: none"> <li>• Customization requirements</li> <li>• Scope of customization effort</li> <li>• Cost (if any) of customization for VT Judiciary consideration</li> <li>• Detailed customization specifications and design</li> <li>• Customization development schedule</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>



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Task	Deliverables
	D13 – Final System Customization Status Report, to include but not limited to: <ul style="list-style-type: none"> <li>• Final status of customization effort</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
Development of Reports and Forms	D14 – Final Listing of Reports and Forms, to include but not limited to: <ul style="list-style-type: none"> <li>• Development schedule</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> D15 – Final Development Status of Reports and Forms, including but not limited to: <ul style="list-style-type: none"> <li>• Final listing of all reports and forms developed</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
Testing	D16 – Unit and System Test Results Report, including but not limited to: <ul style="list-style-type: none"> <li>• Summary listing of Unit and System Test Scripts</li> <li>• Detailed Unit and System Test Scripts</li> <li>• Crosswalk of test scripts with the RTM</li> <li>• Table of test script execution results with dates</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> D17 – Integration Testing Results Report, including but not limited to: <ul style="list-style-type: none"> <li>• Summary listing of Integration Test Scripts</li> <li>• Detailed Integration Test Scripts</li> <li>• Crosswalk of test scripts with the RTM</li> <li>• Table of test script execution results with dates</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> D18 – Performance Testing Results Report, including but not limited to: <ul style="list-style-type: none"> <li>• Summary listing of Performance Test Scripts</li> <li>• Detailed Performance Test Scripts</li> <li>• Table of test script execution results with dates</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> D19 – Regression Testing Results Report, including but not limited to: <ul style="list-style-type: none"> <li>• Summary listing of Regression Testing Activities</li> <li>• Summary of test scripts used during execution of regression tests</li> <li>• Table of test script execution results with dates</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> D20 – Usability Testing Results Report, including but not limited to: <ul style="list-style-type: none"> <li>• Summary listing of Usability Test Scripts</li> <li>• Detailed Usability Test Scripts</li> <li>• Crosswalk of test scripts with the RTM</li> <li>• Table of test script execution results with dates</li> </ul>



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Task	Deliverables
	<ul style="list-style-type: none"> <li>• Signoff page for VT Judiciary consideration</li> </ul> <p>D21 – User Acceptance Testing Test (UAT) Scripts (preliminary set), including but not limited to:</p> <ul style="list-style-type: none"> <li>• Summary listing of preliminary UAT Scripts for use by the VT Judiciary</li> <li>• Detailed preliminary UAT Test Scripts</li> <li>• Crosswalk of test scripts with the RTM</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>
<p>Technical and End-User Training</p>	<p>D22 – Detailed Training Schedule, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Dates, times and locations of training events</li> <li>• Calendar view of training events</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> <p>D23 – Detailed Curriculum Listing, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Summary listing of all classes and training events</li> <li>• Detailed description of all classes and training events</li> <li>• Description of intended audience for all classes and training events</li> <li>• Description of pre-requisites for all classes and training events</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> <p>D24 – Stakeholder Analysis and Curriculum Cross Reference Report, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Table that lists all NG-CMS stakeholders, all curriculum listed in the Detailed Curriculum Listing and indicators (e.g. “X”) in cells to indicate which curricula is intended for which stakeholders</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> <p>D25 – Inventory of Training Documentation, to include but not limited to:</p> <ul style="list-style-type: none"> <li>• User Manuals</li> <li>• Training Manuals</li> <li>• Online Training Modules</li> <li>• Quick Reference Guides</li> <li>• Self-Guided Training Tours</li> <li>• Signoff page for VT Judiciary consideration</li> </ul> <p>D26 – Final Training Evaluation and Assessment Report, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Summary listing of all classes and training events held</li> <li>• Summary of training evaluation results by class or event type</li> <li>• Summary of training evaluation results by trainer</li> <li>• Summary of training evaluation results for each training class or event</li> <li>• Recommendation for improvements in the training program</li> <li>• Signoff page for VT Judiciary consideration</li> </ul>



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### 3.4 Ongoing Maintenance and Support (Post-implementation)

The Contractor should provide all software maintenance and support services. Post-Implementation, the Contractor should include a six-month period of support and product guarantee with premier customer support and additional assistance. The scope of Ongoing Maintenance and Support includes the following items:

1. Bidder's proposed system support model should provide a multi-level approach to support options for consideration by VT Judiciary and include:
  - Description of support that the Bidder would provide directly to court employees/end-users (clerks, judges, etc.) for products provided as part of the proposed solution
  - Use of or integration with the VT Judiciary online help desk tracking system that allows for the capture and reporting of problems and future enhancement requests
  - Standard database support, including database monitoring and maintenance activities, as well as file allocation monitoring and adjustment and reorganizations, as necessary
  - Provisioning, managing, and maintaining communications from the Bidder's network to the State WAN, with "remote hands" support provided for any Bidder network equipment located at the State's facility and associated with the circuits connected to the Bidder's network (as appropriate if any portion of the proposed solution is to be hosted by the Judiciary)
  - Response Time(s), to include software break/fix response processes
  - Participation in a communication plan that clearly indicates points of contacts and escalation for each major area
  - Support delivery channels (manuals, online help, phone, email, etc.)
2. Bidder's proposed system maintenance and upgrade approach should include:
  - Pre-packaged upgrades that do not require integration effort on the part of VT Judiciary
  - Application-wide upgrades to avoid reconfiguration of individual components as part of the upgrade
  - Support for the inclusion of custom modules and functionality, developed specifically for the VT Judiciary; additionally, custom modules that are developed for other customers should be provided to the VT Judiciary at no additional cost or license fee
  - Direct input into the product roadmaps and functionality for the VT Judiciary
  - A provision that provides the VT Judiciary with collaborative opportunities with other customers of the Bidder, such as conference, user groups, web-based seminars and discussions, and access to customer-published documentation
  - Installation and management of software licensed by the VT Judiciary to support the proposed solution at the usage levels listed in this RFP
  - Provisioning, managing, and maintaining security services for virus protection and Bidder-provided security patches for system-level software



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- Provisioning, managing, and maintaining ongoing upgrades, as well as implementation of patch sets, minor releases, and major releases; these should all include consideration for any/all configuration and customization done to the system
  - Method of notice to customers for new features, support issues, etc., such as customer information bulletins; provide samples if available
3. Description of standard warranty terms and period(s)

### 3.4.1 Service Level Agreement

The VT Judiciary and the Provider will develop mutually agreed-upon, service-level metrics and processes for all externally-hosted components of the proposed NG-CMS solution. The resulting Service-Level Agreement (SLA) will define the context and definition of key measures and thresholds as an objective means to track the Provider's service delivery for these hosted components.

Additionally, recourse and consequences of not delivering a minimum level of service, as well as exceeding expected levels of service will be outlined. The VT Judiciary would anticipate working with the Provider to establish a finite number of critical service levels from a list of proposed reporting service levels. For these defined critical service levels, the VT Judiciary would anticipate having defined service-level credit or penalty amounts established for not meeting the required annual measures.

The SLA may include, but may not be limited to, defining the SLA elements included in Table 3.3.

**Table 3.3 – SLA Elements**

SLA Elements		
Application availability	Measurement interval	Service metrics
Availability percentage	Minimum service level	Liquidated damages
At-risk amount	Scheduled maintenance	Total planned uptime
Batch execution time	Scheduled maintenance period	Total uptime
Hours of availability	Service credits	Uptime percentage
Issues (including priority and severity definitions)	Service level	



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### 4 Scope of Work – Functional and Technical Requirements

#### 4.1 Functional Requirements:

The submission requirements below relate directly to the NG-CMS solution that is being requested as part of this procurement. The Bidder will provide information as instructed. Any additional functionality that the Bidder proposes should be clearly marked as above and beyond the stated requirements.

This requirement is comprised of two primary sections:

- Requirements Matrix
- Detailed Solution Narratives

The Requirements Matrix is provided as a spreadsheet that includes specific functional and non-functional requirements of the NG-CMS. The Detailed Solution Narratives section is provided within this document and asks the Bidder to describe its solution in narrative form with respect to each of the Functional and Non-functional Areas as defined within the Requirements Matrix. Both of these sections must be completed and submitted in the Bidder's response to the RFP, NG-CMS Scope of Work. The below scope of work is focused on the functionality of the NG-CMS only, and does not address the implementation tasks. Implementation of the NG-CMS is addressed in Section 3- Scope of Services.

##### 4.1.1 Requirements Matrix

The Bidder will evaluate all requirements listed in this RFP and will provide specific information for each, including the Bidder Response and Comments. The Requirements Matrix includes a tab entitled "TOC and Instructions." This tab includes a summary of the instructions provided below, as well as a list of all Functional Areas to be addressed by the NG-CMS. The list of Functional Areas includes the total number of requirements for each Functional Area, provided in subsequent tabs. The "TOC and Instructions" tab is followed by ten (10) tabs, each representing a Functional Area. These tabs include all requirements for the specific Functional Area named on the tab. (NOTE: for purposes of this requirement, the Non-functional tab is considered a "Functional Area.") The "Bidder Response" column must be completed for each of the requirements in each Functional Area tab and is further explained in Attachment F. The "Bidder Comment" column is further explained in below.

##### 4.1.2 Bidder Response Column

The responses in the Bidder Response column must be selected using the selection tool within each cell. Responses are limited to the following:



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**Table 4.1 – Bidder Response Column Response Definitions**

Response	Meaning
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a Bidder responds to a requirement with an “S”, “F”, “C”, or “T” the Bidder must be able to provide this functionality as part of the proposed solution. The VT Judiciary understands that some of this requested functionality may require customization; however, the VT Judiciary seeks to minimize the amount of customization as part of this implementation and will review each of the requirements that must be addressed through customization to determine if the requirement will be implemented. For any requirements that do not include a response, the VT Judiciary will assume that the response is “N – Feature/Function cannot be provided” (please see Table 1 for a description of responses). A final determination of which customization elements will be requested and/or implemented will be determined as part of the contract negotiation and/or gap analysis phase of the project.

### 4.1.3 Bidder Comments Column

For all bidder responses other than “S” (e.g., “F,” “C,” “T,” or “N”), Bidders must provide a brief explanation in the Bidder Comments Column. Free-form text can be entered into this column. Please note that comments for responses of “S” are not allowed and will not be considered. If you answer “S” and supply a comment, your score may be reduced for failing to follow instructions.

For evaluation purposes, Bidder comments from the Requirements matrix will be considered in conjunction with the Detailed Solution Narratives in the section below.

### 4.1.4 Functional Area Executive Summaries

In addition to the information requested in the Requirements Matrix, the Bidder must provide the following for each Functional Area below:

- A detailed description of how the requirements of the Functional Area will be met utilizing narrative and/or pictorial descriptions (e.g., screen shots) as necessary
- As appropriate, a brief description of how existing VT Judiciary business processes and procedures and/or the technical environment may need to be modified to accommodate the requirement
- If necessary, a description of any customization that may be required to fully satisfy the requirements of the Functional Area





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Information regarding the VT Judiciary's desired functionality is found in Attachment F – Functional Area Executive Summaries. The descriptions found within Attachment F represent key aspects of the VT Judiciary's vision for each functional area. Additionally, the Executive Summaries are intended to augment the detailed requirements found in the Requirements Matrix and are considered to be key components of the requirements of this RFP. If the Bidder determines that there are discrepancies between the Executive Summaries and the detailed requirements, the VT Judiciary reserves the right to determine which requirements will be implemented.

The following Functional Area Executive Summaries can be found in Attachment F:

- General Functionality
- Bail
- Financials
- Data and Management Reports
- Case Processing
- Scheduling & Calendaring
- Judicial Workbench
- Appellate
- Non-functional
- Attorney Regulation

Information about desired data exchanges between the proposed NG-CMS and other agency systems can be found in Attachment G – Current Data Exchange Specifications. The descriptions found within Attachment G are intended to augment the Data Exchanges requirements found in the Requirements Matrix and are considered to be key components of the non-functional requirements of this RFP.

### **4.2 Value Added Features**

As a supplement to the minimum and additional product requirements outlined in previous sections, value-added capabilities are optional components to the scope of work. If the Bidder has a current product, service, and/or third party-provided solution that supports functionality not required in this RFP, the Bidder should provide information regarding these options. The VT Judiciary is interested in understanding potential comprehensive solutions. When responding to these options, please indicate if the Bidder would directly provide the optional functionality or whether the Bidder proposes to utilize a third-party sub-contractor to deliver the functionality. The VT Judiciary is not obliged to procure these options as part of the final solution; however, it may elect to include specific components, modules, and/or services listed below as optional components in the final contract. If included in the final contract, either the VT Judiciary or other state, county, or city entities could consider these capabilities for procurement and implementation.

Examples of value-added capabilities might be products and/or services related to cost savings, technology/application options the RFP does not address or has not considered, or any other options that could provide benefit to the VT Judiciary. These value-added options will be





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considered and could be selected to be a part of the negotiated contract; the VT Judiciary reserves the right exercise these options.

This portion of a Bidder's RFP response **must not** include any references to pricing, other than a description of the pricing methodology. Actual pricing is being processed separately and therefore must not be included when outlining value added features. If the products and services described by the Bidder are provided at an additional cost, the costs must be included in under Pricing and Fees. If these products or services are provided at no additional cost, that must also be noted.

### 4.3 Enterprise Considerations

A Bidder's proposed solution shall ideally be "enterprise capable" and will be evaluated, in part, for its ability to serve a broader purpose across the Judiciary's enterprise. While it may not be possible to find a "one size fits all" solution, the Judiciary will, to the extent possible, seek solutions with the broadest applicability possible.

Ideally, the Judiciary would like to enter into an enterprise contract and licensing terms that can serve the immediate needs of the Judiciary and can also be expanded to any other agencies or departments that could utilize the solution. Part of the enterprise goal is to achieve whatever economies of scale are possible in software licensing costs, support and maintenance costs, infrastructure costs and combining implementation and training costs across entities where feasible.

The Bidder should describe how the system would scale for multiple business units with different missions. For example, if Agency x and Agency y both want to take advantage of automated case management, the system should describe how it would handle increased users while maintaining responsiveness and insuring security, privacy, etc.

The Judiciary's data may include personally identifiable information, tax information or HIPAA protected information. The Bidder's proposed solution should describe how the Judiciary's data will be isolated and protected by the architecture and the related security model.

### 4.4 Documentation:

The Bidder shall provide the Judiciary with documentation, including information, data, descriptive materials, software source code annotations and documentation in accordance with all programming and coding documentation standards applicable to high-quality entities that develop, publish, license, maintain, and support software generally; approved specifications, service level descriptions, and details; any descriptions and specifications of the requirements hereunder or created or developed hereunder; and operational, functional and supervisory reference guides, manuals, and other information which is developed, prepared, used or otherwise available from Bidder, in connection with and applicable to the provision, use, operation, and support of the NG-CMS. Documentation shall be sufficient to enable the Judiciary to understand, operate, use, access, support, maintain, update and modify the NG-CMS. Documentation shall also include all standards applicable to the NG-CMS.



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### 4.5 Hardware/Software

Under any categories of IT service, the Contract may include the acquisition of hardware and/or commercial off-the-shelf (COTS) software to support the project. All hardware/software purchased by the Judiciary as a result of this procurement must be compatible with the Judiciary's architecture policies and standards and be approved in accordance with judicial bulletins and statutes. While a Bidder may propose to provide hardware and software as part of its proposal the, Judiciary reserves the right to procure hardware and software from other sources for elements of the NG-CMS that are to be hosted by the Judiciary when it is in the best interest of the Judiciary to do so.

### 4.6 Intellectual Property/Work Product Ownership

The Judiciary shall retain all right, title and interest in, and to all data content provided by the Judiciary, and to all information that is created under a Contract, including, but not limited to, all data that is generated under a Contract as a result of the use by a Contractor, the Judiciary or any third party of any technology systems or knowledge bases that are developed for the Judiciary and used by a Contractor ("**Judicial Information**"), and all other rights, tangible or intangible (collectively, "**Judicial Intellectual Property**"). A Contractor may not use Judicial Intellectual Property for any purpose other than as specified in a Contract. Upon expiration or termination of a Contract, Contractor shall return or destroy all Judicial Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such Judicial Intellectual Property.

All Work Product shall belong exclusively to the Judiciary, with the Judiciary having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the Judiciary by operation of law or otherwise as contemplated hereunder, a Contractor shall be required to immediately upon request, unconditionally and irrevocably assign, transfer and convey to the Judiciary all right, title and interest therein. Without any additional cost to the Judiciary, a Contractor shall be required to promptly give the Judiciary all reasonable assistance and execute all documents the Judiciary may reasonably request to assist and enable the Judiciary to perfect, preserve, enforce, register and record its rights in and to all Work Product.

"**Work Product**" shall mean any tangible or intangible work product, creation, material, item or deliverable, documentation, information and/or other items created by Contractor, either solely or jointly with others, and which are developed, conceived of, prepared, procured, generated or produced by Contractor. Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, procedures manuals, or other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or produced in connection with a Contract, whether as individual items or a combination of components and whether or not the services or the deliverables are completed or the same are



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reduced to practice during a Contract term. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the Judiciary shall be granted a license to any such Contractor Intellectual Property that is incorporated into Work Product.

The Contractor shall not sell or copyright a work product or item produced under a Contract without explicit permission from the Judiciary.

**If a Contractor is operating a system or application on behalf of the Vermont Judiciary, then the Contractor shall not make information entered into the system or application available for use by any other party than the Vermont Judiciary without expressed written prior authorization by the Judiciary.**

### 4.7 Open Standards

- Bidder proposal should clearly identify whether the Solution is fully functional using Open Standards and if not, the Bidder solution must specifically identify any proprietary or closed specification standards for which they do not support as a fully functional open alternative.
- The Judiciary may give preference to proprietary Software solutions that implement Open Standards over proprietary solutions that do not and may include the degree to which a proprietary Software solution utilizes Open Standards as part of the Request for Proposal evaluation criteria.

### 4.8 Application and Database Architecture:

If applicable to the type of RFP, please describe the application and database architecture of the solution that you are proposing and its compatibility with the Judiciary's architecture.

#### 4.8.1 Software Licensing:

If the Solution will include software to be licensed from the Bidder, Bidder shall insert software licensing requirements and anticipate volume. Bidder shall propose the licensing options available and to recommend the advantages of those various options. For example, licensing options may include:

- *Named user*
- *Per server*
- *Per work team*
- *Concurrent User*
- *Enterprise (unrestricted)*

### 4.9 Industry Standards and Certification:

Describe any applicable industry standards and certifications that the proposed solution must be compliant with.



# Vermont Judiciary

## Next Generation Case Management System

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### 4.10 Required Project Policies, Guidelines and Methodologies

The Bidder/Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Bidder/Contractor to insure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. Agency-specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply. These may include, but are not limited to:

- The State's Information Technology Policies & Procedures at: <http://dii.vermont.gov/policy>
- The State's Record Management Best Practice at: <https://www.sec.state.vt.us/media/67305/RecordsManagementBestPractice.pdf>
- The State's Information Security Best Practice Guideline at: [https://www.sec.state.vt.us/media/67284/InformationSecurityBestPractice\\_Eff20090501.pdf](https://www.sec.state.vt.us/media/67284/InformationSecurityBestPractice_Eff20090501.pdf)
- The State's Digital Imaging Guidelines at: <https://www.sec.state.vt.us/media/67287/ImagingGuideline2008.pdf>
- The State's File Formats Best Practice at: [https://www.sec.state.vt.us/media/67293/FileFormatsBestPractice\\_Eff20071201.pdf](https://www.sec.state.vt.us/media/67293/FileFormatsBestPractice_Eff20071201.pdf)
- The State's File Formats Guideline at: <https://www.sec.state.vt.us/media/67290/FileFormatsGuideline2008.pdf>
- The State's Metadata Guideline at: <https://www.sec.state.vt.us/media/67296/MetadataGuideline2008.pdf>

### 4.11 Tuning and Measurement:

For a typical hardware/software solution, the Bidder should list requirement(s) for how the system will be set up in a test environment, where that environment should be located and what criteria will be used to determine that the system has been successfully designed, written and load tested to confirm the system will work as proposed. This can include, for example, a requirement that the system be tested and installed to run in a production mode without failure for a specified number of days before accepting the solution as complete.

### 4.12 Hosted System Requirements

This section is included in the event that the best option is for the system to be hosted at a site other than at the State of Vermont.

- A selected Contractor shall be required to agree to terms acceptable to the VT Judiciary regarding the confidentiality and security of the VT Judiciary's data. These terms may vary depending on the nature of the data to be stored by the Contractor. If applicable, the VT Judiciary may require compliance with the VT Judiciary's security standards, IRS requirements, HIPAA, HITECH and/or FISMA compliance and/or compliance with State law relating to the privacy of personally identifiable information, specifically 9 V.S.A. § 2430. Furthermore, a selected Contractor hosting a VT Judiciary system may act as a "data collector" for purposes of State law and shall be required to (i) comply with certain data breach notification requirements; and (ii) indemnify the VT Judiciary for any damages



## Vermont Judiciary Next Generation Case Management System

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which accrue to the VT Judiciary and third party claims against the Judiciary which may occur as a result of any data breach.

- The selected Contractor must agree to host the VT Judiciary's solution within the continental United States of America.
- The State reserves the right to periodically audit the Contractor (or subcontractor) application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and adheres to relevant Judicial policies governing the system.
- The VT Judiciary reserves the right to run non-intrusive network audits (basic port scans, etc.) randomly, without prior notice. More intrusive network and physical audits may be conducted on or off site with 24 hours' notice.
- The Contractor will have a third party perform methodology-based (such as OSSTM) penetration testing quarterly and will report the results of that testing to the VT Judiciary.
- A selected Contractor shall agree to cause an SSAE 16 SOC 2, Type 2 audit certification to be conducted annually. The audit results and the Contractor's plan for addressing or resolving the audit results shall be shared with the VT Judiciary.
- A selected Bidder shall agree to terms acceptable to the VT Judiciary regarding system backup, disaster recovery planning and access to state data.
- A selected Contractor shall be required to agree to disclose the hosting provider which shall be acceptable to the Judiciary for purposes of the data to be stored and shall not change the hosting provider without the prior written consent of the VT Judiciary.
- A selected Contractor shall be required to guarantee the service level terms of any hosting subcontractor.
- A selected Contractor shall agree to apply service level credits for the failure to meet service level terms.

### **4.12.1 Application Security Standards**

The Contractor shall defer to Appendix D for security standards.



# Vermont Judiciary

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### 5 General Terms and Conditions:

#### 5.1 Invoicing

All invoices shall be rendered by a Contractor on the Contractor's standard billhead and forwarded to the VT Judiciary. Details such as name and address will be determined during Contract negotiations. The bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on VT Judiciary acceptance of agreed to, fixed price deliverables or time and materials terms, as the case may be.

#### 5.2 Retainage

The VT Judiciary will hold back 10% of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the VT Judiciary, and following a six-month post implementation period, all retainage withheld will be paid to a Contractor in full, subject to the terms and conditions of the Contract.

#### 5.3 Confidentiality

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

#### 5.4 Contract Requirements

The selected Contractor will sign a contract with the Judiciary to provide the items named in its response, at pricing agreed by the Judiciary. Minimum support levels, and terms and conditions derived from this RFP and the Bidder's response, will be included in the contract as requirements. The contract will be subject to review throughout its term. **BIDDERS MAY HAVE STANDARD TERMS AND CONDITIONS WHICH ARE REQUIRED TO BE SUBMITTED WITH A BIDDER'S RESPONSE, HOWEVER PLEASE NOTE THAT THE JUDICIARY WILL REQUIRE NEGOTIATION OF BIDDER'S TERMS AND CONDITIONS AND WILL NOT ACCEPT THE BIDDER'S STANDARD FORM IN LIEU OF THE STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS.**

#### 5.5 Terms and Conditions

The Judiciary will consider cancellation upon discovery that a Contractor is in violation of any portion of its contract with the State, including an inability by the Contractor to provide the products, support, and/or service offered in its response. The Judiciary reserves the right to purchase hardware or software recommended in the Bidder's proposal from any source.





# Vermont Judiciary

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### **Bidders planning to submit a bid are advised of the following:**

1. The VT Judiciary expects the Bidder and its legal counsel to carefully review and be prepared to be bound by the ***Standard State Provisions for Contracts and Grants*** outlined in Attachment C.
2. If a Bidder wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the Judiciary in the cover letter to its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in Attachment C of this RFP. If exceptions are not noted in the RFP but are raised during contract negotiations, the VT Judiciary reserves the right to cancel the negotiation if cancellation is deemed to be in the best interests of the VT Judiciary.
3. The terms and conditions of a Bidder's software license, maintenance support agreement and service level agreement, if applicable, will be required for purposes of contract negotiations for this project. Failure to provide the applicable Bidder terms as part of the RFP response may result in rejection of the Bidder's proposal.
4. The VT Judiciary has no legal authority to indemnify a Bidder/Contractor and this condition is not negotiable. Further, all contract terms and conditions, including a Bidder/Contractor license will be subject to the laws of the State of Vermont and any action or proceeding brought by either the State or a Provider in connection with a Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Division. Bidders who are not able to enter into a contract under these conditions should not submit a bid.
5. Bidders will be expected to make the following warranties:
  - (i) The Bidder has all requisite power and authority to execute, deliver and perform its obligations under the Contract and the execution, delivery and performance of the Contract by the Bidder has been duly authorized by the Bidder.
  - (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Bidder is a party which, if decided unfavorably to the Bidder, would reasonably be expected to have a material adverse effect on the Bidder's ability to fulfill its obligations under the Contract.
  - (iii) The Bidder will comply with all laws applicable to its performance of the services and otherwise to the Bidder in connection with its obligations under the Contract.
  - (iv) All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
  - (v) The Bidder owns or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in the Contract and none of the deliverables or other materials or technology provided by the Bidder/Contractor to the VT Judiciary will infringe upon or misappropriate the intellectual property rights of any third party.
  - (vi) Each and all of the services shall be performed in a timely, diligent, professional and workmanlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical





# Vermont Judiciary

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skills, training, and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Bidder/Contractor shall re-perform any services that the Judiciary has determined to be unsatisfactory in its reasonable discretion, or the Bidder/Contractor will refund that portion of the fees attributable to each such deficiency.

(vii) The Bidder has adequate resources to fulfill its obligations under the Contract.

(viii) Virus Protection. Bidder warrants and represents that any time software is delivered to the Judiciary, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the VT Judiciary.

6. Amendments. No changes, modifications, or amendments in the terms and conditions of a contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the VT Judiciary and the Bidder/Contractor.
7. Professional Liability insurance. In addition to the insurance required in the Standard State Provisions for Contracts and Grants, Bidder agrees to procure and maintain professional liability insurance for any and all services performed under this Contract, with a minimum coverage of \$2,000,000 per occurrence, with the actual coverage amount to be determined in the VT Judiciary's discretion, unless waived by the VT Judiciary. See Attachment D for additional insurance requirements.

### **5.6 Non-Disclosure Agreement**

The successful bidder will be required to complete a non-disclosure agreement in a form acceptable to the VT Judiciary.

### **5.7 Performance Measures**

In accordance with current State of Vermont policy and procedures, the contract may include bidder/contractor performance measures. The specific performance measures will be determined during the contract negotiation process.

### **5.8 Acknowledgment of Terms**

Bidders shall provide a statement from the Bidder and its legal counsel acknowledging all Standard State Contract Provisions and Purchasing and Contracting Terms and Conditions with any exceptions or additional provisions to be noted in the Bidder's cover letter. (These will be considered when making an award).

### **5.9 Contract Term**

The Contract term will be from the date of execution through satisfactory completion of the project, plus maintenance and support period, subject to and contingent upon the discretionary decision of



## Vermont Judiciary Next Generation Case Management System

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the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The VT Judiciary may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont.

The Bidder/Contractor should guarantee its rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements.

Bidders should describe their software warranty model, considering that the VT Judiciary expects that maintenance fees associated with operational functionality would not be assessed until after the warranty period for that functionality has expired (e.g. 6 months).

### **5.10 Location of Work; State Facilities**

As a general rule, project work will be done in Montpelier, VT. The Contractor will be required to work on-site in Montpelier, VT as needed based on project phase, however travel to other Judicial facilities may be needed and the Contractor will be responsible for such travel using its own mode of transportation. The Contractor should anticipate acquiring workspace in Montpelier with conference room capabilities for use when the Contractor's team is on-site, and that space should be no more than a half mile from 112 State Street. Occasional exceptions to this rule may be established by the Judiciary.

The Judiciary will not provide desktop PCs and/or laptops to Contractor for use during the project. To the extent the Judicial space is available to Contractor in any Judicial facility in connection with the performance of the Work, Contractor shall: (i) only use such space solely and exclusively for and in support of the services; (ii) not use Judicial facilities to provide goods or services to or for the benefit of any third party; (iii) comply with the leases, security, use and rules and agreements applicable to the Judicial facilities; (iv) not use Judicial facilities for any unlawful purpose; (v) comply with all policies and procedures governing access to and use of Judicial facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any Judicial information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of Judicial facilities; and (vii) return such space to the Judiciary in the same condition it was in at the commencement of the Contract, ordinary wear and tear excepted. Judicial facilities will be made available to Contractor on an "AS IS, WHERE IS, AS AVAILABLE" basis, with no warranties whatsoever.

If specific laptop computers or other mobile peripheral devices are required by the Judiciary then the Contractor must provide its own compatible equipment and will be given the appropriate support by the Judiciary.

Contractors will be provided support by the Judiciary in setting up any accounts or connections required (i.e. judicial email system, network connectivity, network printing etc.). Contractors will have access to judicial phones for use in Project related business calls. The Judiciary will not pay Contractor's cell phone bills.



# Vermont Judiciary

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### **5.11 Statement of Rights**

The Judiciary reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal made in response to this RFP. Bidders may be asked to give a verbal presentation of their proposals after submission. Failure of a Bidder to respond to a request for additional information or clarification could result in rejection of that Bidder's proposal. To secure a project that is deemed to be in the best interest of the Judiciary, the Judiciary reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The Judiciary also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the Judiciary.

### **5.12 Taxes**

Most Judicial purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering nontaxable items. The Bidder/Contractor agrees to pay all Vermont taxes which may be due as a result of the Project.

### **5.13 Specification Change**

Any changes or variations in the specifications set forth in this RFP must be received in writing from the Judiciary. Verbal instructions or written instructions from any other source are not to be considered.

### **5.14 Non Collusion**

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

### **5.15 Business Registration**

To be awarded a contract by the State of Vermont a Bidder/Contractor must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/business-and-corp/taxes-and-your-business>

### **5.16 Contract Negotiation**

Upon completion of the evaluation process, the Judiciary may select one or more Bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the Judiciary. In the event the Judiciary is successful in negotiating with a Bidder, the Judiciary will issue a notice of award. In the event Judiciary is not successful in negotiating a contract with a selected Bidder, the Judiciary reserves the option of negotiating with another Bidder, or to end the proposal process entirely.



# Vermont Judiciary

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### 6 Sealed Bid Instructions

All bids must be sealed and must be addressed to:

Jeffery Loewer  
Chief Information Officer  
Vermont Judiciary  
Office of the Court Administrator  
Research and Information Services  
112 State Street, 5<sup>th</sup> Floor  
Montpelier, VT 05069

**BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

All bids must be received in an electronic form, by sending the bid packet via THRU per the instructions set forth in Section 6.1.1 below prior to the proposal deadline described earlier. This electronic receipt of the bids will be considered the formal mechanism for bid receipts, with the date and time stamps created upon bid upload being the date and time of records for the receipt of the bid. Physical (i.e. paper) versions of the bids must be received at the addressed indicated earlier in this section no later than five (5) business day after the electronic submission deadline. This process removes packaging of the physical copies of bids as a barrier to meeting the submission deadline.

All bidders are hereby notified that sealed bids must be received and time stamped by the Office of the Chief Information Officer (CIO) of the VT Judiciary by the time of the bid opening. Bids not in possession of that Office at the time of the bid opening will be returned to the Bidder, and will not be considered.

Office of the CIO, may for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the Judiciary will make a reasonable effort to inform all bidders by posting at <https://www.vermontjudiciary.org/ng-cms/default.aspx>.

All bids will be publicly opened. The Office of the CIO intends to open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of the CIO reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of the CIO determines that the nature, type, or size of the bid is such that it cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record; however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

#### 6.1 Delivery Methods

The VT Judiciary expects both electronic and physical submissions of the bids. The physical submissions must be submitted within 5 days of electronic.





# Vermont Judiciary Next Generation Case Management System



Get Thru



**Step 1**

Enter email addresses: (Please enter only one email address in To field)

To:  \*

CC:  \*

From:  \*

Subject:

Message    Encrypted Message

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**Step 2**

Name	Size

Items: 0, Total Size: 0, Est. Time: 0

*Note: If you have problems uploading files using this page, try [Browser Upload](#). [Learn more...](#)*

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**Step 3**

Enter the code from the picture:

### 6.1.2 Express DELIVERY

If physical bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the Judiciary until the express delivery package has been received and time stamped by the Office of the CIO.

### 6.1.3 U.S. Mail

Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure physical copies of the bids are received and time stamped by the Office of the CIO no later than five (5) business days after the electronic bid submission deadline.

### 6.1.4 Hand Delivery

Hand carried bids shall be delivered to a representative of the Office of the CIO no later than five (5) days after the electronic bid submission deadline.



# Vermont Judiciary Next Generation Case Management System

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## 6.1.5 Fax

FAXED bids will not be accepted.





# Vermont Judiciary

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### 7 Technical Proposal Content and Format

The VT Judiciary discourages overly lengthy and costly proposals; however, in order for the VT Judiciary to evaluate proposals fairly and completely, Bidders must follow the format set out in this RFP and provide all information requested.

#### 7.1 Number of Physical Copies:

When submitting physical copies, submit one (1) unbound original (clearly marked as such) and eight (8) paper copies.

#### 7.2 The Bid Should Include a Cover/Transmittal Letter and Technical Proposal. A Separate Cost Proposal Is Described in Section 8 Below.

#### 7.3 Table of Contents

The Technical Proposal should have a table of contents, with the footer of each page of the Technical Proposal containing the Bidder's name, the RFP number and a sequential page number.

#### 7.4 Cover/Transmittal Letter

##### 7.4.1 Confidentiality.

All submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Bidders shall specify in their cover letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. **A redacted copy should be included for portions of submittal that are considered proprietary.**

##### 7.4.2 Exceptions to Terms and Conditions for Technology Contracts.

If the Bidder wishes to propose an exception to any terms and conditions set forth in this RFP, including the Standard State Provisions for Contracts and Grants and Standard State Provisions for Information Technology Contracts, it must notify the VT Judiciary when responding to the RFP. Failure to note exceptions will be deemed to be acceptance of the VT Judiciary's terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the VT Judiciary reserves the right to cancel the negotiation if deemed to be in the best interests of the VT Judiciary.

#### 7.5 Executive Summary and Solution Overview

In this section, please provide the following information:

##### 7.5.1 Executive Summary

- Company Overview
  - Organizational history
  - Organizational mission and vision
  - Software product roadmap approach
- NG-CMS Product Implementation Experience Summary



# Vermont Judiciary

## Next Generation Case Management System

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- Number of customers
- Approximate number of users for each customer.
- Names of states with state-wide implementations and large counties in which your proposed solution has been fully implemented and the time frames for those implementations.

### 7.5.2 Proposed Solution Summary

- Proposed Solution Overview - Provide an executive level narrative that will describes in sufficient detail the overall proposed NG-CMS to ensure that the Judiciary can visualize how the system will be delivered and will support the Judiciary's objectives and goals.

### 7.5.3 Strategic Direction

- Product Direction and Roadmap - Describe your product direction and roadmap, including anticipated new functionality and capabilities, product improvements, software management and a projected implementation timeline. Also, describe enhancements or changes you would make to systems architecture, operating systems, database, or client forms (including mobile devices).
- Client Collaboration in Product Evolution - Describe your vision for collaborative enhancement design and development of the proposed NG-CMS among the Bidder's clients, including how clients are engaged to develop a joint design for new functionality or capabilities; please also describe how this collaboration with customers results in sharing of assignment of prices for new functionality.
- Incorporating Custom Capabilities in the Product - Describe your process for creating additional functionality or capability needed by the Judiciary as a unique feature of Judiciary's application, how such enhancements would be defined and agreed upon, how they are priced, what ongoing costs would be associated with maintenance and support of those capabilities when new versions of the Bidder's products are released, and what credit, if any, the Judiciary would receive if other clients purchase the same capability. Please describe any processes whereby the Judiciary would receive access to other clients' functionality at no fee.
- Collaboration with Third-Parties

This section MUST NOT include any references to pricing, other than a description of the pricing methodology if appropriate. Actual pricing is being processed separately and therefore MUST NOT be included in this section (please provide pricing in the Cost Proposal only).

### 7.6 Corporate Background

Provide details of the company, including the following:

- Bidder Name
- Corporate Address
- Country of Primary Office



# Vermont Judiciary

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- Description of current or proposed location(s) where services will be provided and from which the contract will be managed
- Number of employees
  - Total
  - Dedicated to the proposed solution
- Description of corporate personnel increase or decrease in the previous three years; provide reasons for the increase or decrease

### 7.7 Experience, qualifications and references

Bidders must describe the experience of their firm in completing similar projects. Additionally, bidders must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Bidders must provide a narrative description of the organization of the project team and a personnel roster that identifies key personnel who will actually work on the contract and provide the title, resume, and description of the type of work the individual will perform about each person listed. Key personnel must include, but may not be limited to:

- Project Manager
- Data Migration Engineer
- Testing or Quality Assurance Manager
- Training Manager
- Data Exchange Engineer
- Software Engineer
- Systems Integration Engineer

Each selected Bidder/Contractor shall obtain approval in advance by the Judiciary of all staff proposed for a Project. If any Bidder/Contractor staff does not perform up to acceptable or satisfactory standards as documented as determined by the Judiciary in its sole discretion, a Contractor shall follow Judicial direction to either replace the staff member(s) with Judiciary-approved staff or take remedial action to ensure the Contractor is performing at an acceptable standard.

The VT Judiciary places strong emphasis on the need for a long-term strategy. The Bidder should describe its NG-CMS strategic direction, and the implications of that strategy for the VT Judiciary.

Describe your product direction and roadmap, including anticipated new functionality and capabilities, product improvements, software management and a projected implementation timeline. Also, describe enhancements or changes you would make to systems architecture, operating systems, database, or client forms (including mobile devices).

**Bidders must provide a minimum of three reference names and phone numbers for similar projects the Bidder's firm has completed. The Judiciary reserves the right to contact any references provided by the Bidder. The Judiciary invites Bidders to provide letters of reference from previous clients.**



# Vermont Judiciary

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### **7.8 Financial Requirements:**

The Bidder shall provide financial information in such a manner that the Judiciary can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to:

- Organization (or ownership) type
- Date of incorporation (if applicable)
- Revenues for the last fiscal year
- Audited financial statements for the most recent 3 years (if available)
  - A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement.
  - A Bidder can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm.

The Judiciary reserves the right to contact the accounting firm if questions arise. As an alternative, for those Bidders unable to provide audited financial statements or Dun and Bradstreet report, the Bidder shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

The Bidder must disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Bidder's organization; or certify that no such condition is known to exist.

A confidentiality statement may be included if this portion is considered non-public information. The Judiciary may request reports on financial stability from independent financial rating services in order to further substantiate stability.

### **7.9 Functional and Technical Requirements**

Indicate the ability of the proposed software application to meet the functional and Technical Requirements addressed in Section 4.

### **7.10 Professional Services Requirements**

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling. This section shall include detailed responses to address Section 3 - Scope of Services.

### **7.11 Worker's Compensation; State Contracts Compliance Requirement**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.



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### **7.11.1 Self-Reporting: Workers' Compensation; State Contracts Compliance Requirement:**

(a) (1) Bidder is required to self-report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months.

**This form must be completed and submitted as part of the response for the proposal to be considered valid.**

### **7.11.2 Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement:**

Upon award of contract, **and prior to the commencement of work**, the successful bidder agrees to comply with Subcontractor Reporting requirements in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 as follows:

Provide a list of subcontractors to be used on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is included in the bid package.

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

### **7.12 Certificate of Compliance:**

This form must be completed and submitted as part of the response for the proposal to be considered valid.

### **7.13 Offshore Outsourcing Questionnaire:**

This form must be completed and submitted as part of the proposal to be considered valid.

### **7.14 Minimum Requirements Attestation Form:**

This form, found in Attachment E, must be completed as part of the proposal to be considered valid.



# Vermont Judiciary

## Next Generation Case Management System

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### **8 Cost Proposal**

When submitting physical copies, the separate Pricing Response must include one (1) original and eight (8) paper copies.

#### **8.1 Costs of Preparation**

The Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

#### **8.2 Other Cost Components:**

The Bidder must complete the tables and respond to narrative sections provided in Attachment H.



# Vermont Judiciary

## Next Generation Case Management System

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### 9 Method of Award

Awards will be made in “the best interest of the State of Vermont Judiciary.” The Judiciary may award one or more contracts and reserves the right to make additional awards to other compliant Bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the Judiciary. The Judiciary will evaluate responses based upon overall total solution cost, fulfillment of requirements (regardless of type), and overall Bidder track record to deliver and partner. The Judiciary will not consider any prompt payment discounts terms proposed by the Bidder in evaluating cost.

#### 9.1 Evaluation Process

##### 9.1.1 Evaluation Team

A core evaluation team will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the Judiciary. This core evaluation team will hold the sole responsibility for assigning and adjusting scores at each stage of the proposal evaluation process. The Judiciary reserves the right to include an extended set of team members to participate in Stage 3. The extended team members will submit written comments to the core evaluation team for consideration, but the extended team members will not directly participate in the scoring.

##### 9.1.2 Evaluation Stages

###### **Stage 1**

All proposals will be reviewed to ensure that they meet the minimum (mandatory) requirements of the RFP, as listed in Appendix D, Minimum Requirements Attestation. An authorized signature on the Proposal Cover Page indicates that the proposed solution meets all minimum criteria defined. Any proposals not meeting these criteria may be found non-responsive. The Judiciary, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP. No scoring of the proposals will be conducted for Stage 1; criteria will be evaluated on a pass/fail basis.

###### **Stage 2**

All proposals passing the minimum mandatory requirements described in Stage 1 and included in Appendix D will advance to Stage 2 for further evaluation. In this stage, the proposals will be scored using the scoring methods described in Section 9.1.3. Members of the core evaluation team will not score the proposals individually, but instead will arrive at a consensus score. The top proposal(s) with the highest score(s) may continue to Stage 3 at the discretion of the Judiciary.

The Judiciary will contact references for all Bidders invited to participate in Stage 2 of the evaluation process. The Judiciary may also contact and consider other reliable sources of information, including publicly available information in evaluating a Bidder’s experience and capabilities. The reference and other checks will be conducted by members of the Judiciary’s core evaluation team and will be used to validate the Bidders’ proposed solutions. The reference and other checks will not be directly scored. However, scores resulting from section 9.1.3 may be adjusted downward by the core evaluation team if the reference and other checks uncover any inconsistencies between





# Vermont Judiciary

## Next Generation Case Management System

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the references' experiences and the Bidder's representations. Scores resulting from the section 9.1.3 may be adjusted upward by the core evaluation team if the reference and other checks uncover positive information that suggests the initial scoring should be raised.

The Bidder(s) receiving the highest score(s), will be considered for advancement to Stage 3. None, one, or more proposals may advance to Stage 3. The Judiciary will determine which (if any) steps in Stage 3 will be conducted to further evaluate the proposals.

### **Stage 3**

The Bidder(s), if any, advancing to Stage 3 may be asked to make oral presentations of the proposed solution and provide product demonstrations. Bidder(s) in this Stage should be prepared to spend two (2) or more days on-site in Montpelier, Vermont to conduct the oral presentations and product demonstrations (any costs associated with the planning, preparation, and execution of these presentations and demonstrations will be the responsibility of the Bidder(s)). Ideally, Bidder(s) should actively involve named key project resources during this Stage.

The Judiciary will translate key service requirements into demonstration scenarios that will be used as part of the basis for evaluating a Bidder's ability to meet the Judiciary's needs. The objective of the oral presentations and product demonstrations is to validate that the core evaluation review team's understanding of the Bidder's proposal is accurately reflected by the Bidder's demonstrations. An extended team of Judiciary resources may participate in the bidder demonstrations. The extended team members will provide written input regarding the demonstrations to the core evaluation team for consideration when adjusting scores. Members of the review team will not score the oral presentation and product demonstrations individually, but instead will arrive at a consensus regarding the degree to which they supported the Bidder's proposal. Based on this consensus, scores resulting from Stage 2 of the proposal evaluation and selection process may be adjusted (upward or downward) based on scoring weights described in Table 9 below. As indicated above, only the core evaluation team will be directly responsible for adjusting scores; the extended team members will not directly have input to score adjustments.

During stage 3, the Judiciary may also conduct site visits to current or recent clients of the Bidder(s), and/or to Bidder(s) headquarters and key office locations. Members of the evaluation team may be split into two teams, with one team conducting site visits for each finalist Bidders' headquarters and/or other key office locations, and the other team-conducting site visits at current or recent customer sites, for each finalist Bidder. Members of the evaluation team will not score the site visits individually, but instead will arrive at a consensus regarding the degree to which they support the Bidder's proposal. Based on this consensus, the post- demonstration scores may be adjusted (upward or downward) based on the site visits and according to the scoring weights described in Table 9 below.

### **9.1.3 Evaluation Criteria and Factors**

**In Stage 2, the score will be based on a 1000-point scale and will measure the degree to which each proposal meets the following criteria.**



# Vermont Judiciary

## Next Generation Case Management System

**Table 9.1 – Evaluation Criteria and Factors**

Section	Total Points for This Criterion
Adherence to Mandatory Requirements, including: <ul style="list-style-type: none"> <li>• Cover / Transmittal Letter (Section 7.4)</li> <li>• Worker’s Compensation; State Contracts Compliance Requirements (Section 7.11)</li> <li>• Certificate of Compliance (Section 7.12)</li> <li>• Offshore Outsourcing Questionnaire (Section 7.13)</li> <li>• Econometric Modeling (Section 7.14)</li> </ul>	<i>Pass/Fail</i>
<b>Technical Proposal</b>	
Executive Summary and Solution Overview (Section 7.5)	100
Corporate Background (Section 7.6)	50
Experience, qualifications and references (Section 7.7)	150
Financial Requirements (Section 7.8)	50
Functional and Technical Requirements (Section 7.9)	150
Professional Services Requirements (Section 7.10)	300
<b>Cost Proposal</b>	
Cost Proposal (Section 8)	200
<b>Total</b>	<b>1000</b>

The Judiciary will not consider any prompt payment discounts terms proposed by the bidder in evaluating cost. The lowest cost proposal will receive the maximum number of points allocated to cost. The Judiciary will evaluate the point allocations for cost according to the method set forth in the RFP.

### 9.1.4 Scoring the Technical Proposal

The review team will use a consensus approach to evaluate Sections I and II of the Bidder proposals. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points for Section I and II. The Cost Proposal will not be opened until the evaluation team has scored Sections I and II. The Cost Proposal will be scored according to a mathematical formula described in Section 9.1.5.

### 9.1.5 Scoring the Cost Proposal

Using the Bidder’s Cost Proposal response, the total firm fixed price for conducting the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest firm fixed price bid will be awarded 200 points. Proposals with higher bid prices will be awarded proportionately fewer points calculated in comparison with the lowest bid.



# Vermont Judiciary

## Next Generation Case Management System

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The scoring formula is:

$(\text{lowest submitted cost proposal} / \text{cost of proposal being scored}) \times (250) = \text{pro-rated score}$

Please note that the firm fixed price component of the response provided in the Cost Proposal is the only element that is scored; the narratives provided to support the costs will be used as informational only.

### **9.1.6 Independent Review:**

VT Judiciary will obtain an independent expert review of the procurement and contracting processes. The independent review shall include:

- An acquisition cost assessment
- A technology architecture review
- An implementation plan assessment
- A cost analysis and model for benefit analysis
- A procurement negotiation advisory services contract
- An impact analysis on net operating costs for the agency carrying out the activity



# Vermont Judiciary

## Next Generation Case Management System

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### 10 Submission Instructions and Checklist:

#### 10.1 Closing Date

The closing date for the receipt of proposals is described in the Schedule of Events section. Bid must be delivered to:

**Jeffery Loewer**, Chief Information Officer  
Vermont Judiciary  
Research and Information Services  
112 State Street, Suite 501  
Montpelier VT 05609-0708

Prior to **4 p.m.** Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the Bidder.

The bid opening will be held at Office of the CIO for the Vermont Judiciary at 112 State Street, Suite 501 in Montpelier, VT.

#### 10.2 Submission Checklist

- Electronic Copy – (Reference 6.1)
- Hard *Copies* (8) – (Reference 7.1)
- Original Unbound *Master* (1) – (Reference 7.1)
- Transmittal Letter – (Reference 7.2)
- References – (Reference 7.8.2)
- Standard State Provisions for Contracts and Grants (Reference Attachment C)
- Offshore/outsource form – (Reference Attachment B)
- Certificate of Compliance – (Reference Attachment A)
- Minimum Requirements Attestation Form – (Reference Attachment EE)
- Workers' Compensation; State Contracts Compliance Requirement; Self Reporting – (Reference 7.11)
- Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting – (Reference 7.11)

#### 10.3 Attachments:

Attachment A: Certificate of Compliance  
Attachment B: Offshore Outsourcing Questionnaire  
Attachment C: Standard State Provisions for Contracts and Grants (July 1, 2016)  
Attachment D: Standard State Provisions for Information Technology Contracts  
Attachment E: Minimum Requirements Attestation Form  
Attachment F: Functional Area Executive Summaries  
Attachment G: Current Data Exchange Specifications



# Vermont Judiciary Next Generation Case Management System

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REMEMBER!

**ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:**

<http://www.vermontjudiciary.org/ng-cms/default.aspx>

**THE JUDICIARY WILL MAKE NO ATTEMPT TO CONTACT BIDDERS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.**



# Vermont Judiciary Next Generation Case Management System

## Attachment A

### Certificate of Compliance

**DATE:**

**This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.**

**TAXES:** Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

**INSURANCE:** Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another Bidder. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

**CONTRACT TERMS:** The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

**TERMS OF SALE:** The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

**Form of Payment:** Would you accept the Visa Purchasing Card as a form of payment?  Yes  No

Insurance Certificate(s): Attached \_\_\_\_\_ will provide upon notification of award \_\_\_\_\_

Delivery Offered: \_\_\_\_\_ days after notice of award Terms of Sale: \_\_\_\_\_  
(If Discount)

Quotation Valid for: \_\_\_\_\_ days Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed) (Type or Print)



# Vermont Judiciary Next Generation Case Management System

## Worker's Compensation; State Contracts Compliance Requirement

RFP/PROJECT:

DATE:

### WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

#### Self-Reporting Form 1 of 1

**This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self-report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT:** Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.





# Vermont Judiciary Next Generation Case Management System

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

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

Contact Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

Signature (Bid Not Valid Unless Signed)\*

(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.



# Vermont Judiciary

## Next Generation Case Management System

### Worker's Compensation; State Contracts Compliance Requirement

RFP/PROJECT:

DATE:

### WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

#### Subcontractor Reporting Form

**This form must be completed in its entirety and submitted prior to the commencement of work and updated as necessary and provided to the State as additional subcontractors are hired.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Provider is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By



# Vermont Judiciary Next Generation Case Management System

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

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

Contact Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form To:

**Jeffery Loewer**, Chief Information Officer

Vermont Judiciary

Research and Information Services

112 State Street, Suite 501

Montpelier VT 05609-0708



# Vermont Judiciary

## Next Generation Case Management System

### Attachment B

#### Offshore Outsourcing Questionnaire

Bidders must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

**Services:**

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Bidders are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
Signature of Bidder:

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



# Vermont Judiciary

## Next Generation Case Management System

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### Attachment C

#### Standard State Provisions

##### For Contracts and Grants

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. For the purposes of Attachment C, “State” and “Judiciary” are synonymous.
- 3. Governing Law, Jurisdiction, and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.



## Vermont Judiciary Next Generation Case Management System

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- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:



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Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- 9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.





# Vermont Judiciary

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**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of



## Vermont Judiciary Next Generation Case Management System

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physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or



## Vermont Judiciary Next Generation Case Management System

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C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State



## Vermont Judiciary Next Generation Case Management System

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funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

- 24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
  - A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
  - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
  - C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.



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- 29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.



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### Attachment D

#### INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION TERMS AND CONDITIONS

Note: For purposes of Attachment D, “State” and “Judiciary” are synonymous.

#### 1. MODIFICATIONS TO LICENSOR DOCUMENTS

The parties specifically agree that, for purposes of execution of the Licensor Documents, to which this Rider is attached, the Licensor Documents are hereby modified and superseded by Attachment C and this Attachment D, and as follows:

- (a) Any requirement that the State be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or license verification costs of Licensor, is hereby deleted from the Licensor Document.
- (b) Any requirement that the State agree to binding arbitration or otherwise waive the State’s right to a jury trial is hereby deleted from Licensor Documents.

“Licensor Documents” shall mean one or more document, agreement or other instrument required by Licensor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document to which this Rider is attached, any hyperlinks to documents contained in the Licensor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

#### 2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY LICENSOR.

Notwithstanding any other provision or other unilateral license terms which may be issued by Licensor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Licensor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

#### 3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

#### 4. OWNERSHIP AND LICENSE IN DELIVERABLES





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**4.1 Contractor Intellectual Property.** Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

**4.2 State Intellectual Property.** The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

**4.3 Work Product.** All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.





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To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

[ALTERNATE OWNERSHIP LANGUAGE TO BE USED WHEN THE STATE WILL NOT OWN WORK PRODUCT OTHER THAN SYSTEM OUTPUT – MORE TYPICAL FOR SAAS]:

### 4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all Intellectual Property Rights in the Solution, and any and all derivative works made to the Solution or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the System generated by the State's use of the System, including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the Solution will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the Solution or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

### 4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that



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is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**State Intellectual Property**").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

### 5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

**5.1 Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as



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those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

**5.2 Confidentiality of State Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). [In addition to the provisions of this Section, the Party shall execute the HIPAA Business Associate Agreement attached as Attachment \_\_\_\_]. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data received and collected by Contractor in connection with this Contract. The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

**5.3 Security of State Information.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted



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without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

**5.4 Security Breaches; Security Breach Reporting.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor acknowledges that in the performance of its obligations under this Contract, it will be a “data collector” pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)). The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (including, as applicable, PII, PHI or ePHI) in any format or media, whether encrypted or unencrypted (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone, removable data storage device or other portable device; loss or theft of printed materials; or failure of security policies) (collectively, a “Security Breach”), the Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall analyze and document the incident and provide the required notices, as set forth below.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or in the case of a Security Breach by a data collector regulated by the Vermont Department of Financial Regulation (“DFR”), DFR, within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder. Except to the extent delayed upon request of law enforcement in accordance with 9 V.S.A. §2435(b)(4), within thirty days of the Security Breach or when the Contractor provides notice to consumers pursuant to this Contract, whichever is sooner, the Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. Further, the Contractor agrees to fully cooperate with the State, assume responsibility for such notice if the State determines it to be appropriate under the circumstances of any particular Security Breach, and assume all costs associated with a



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Security Breach, including but not limited to, notice, outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring, in the sole determination of the State.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

**5.5 Security Policies.** Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.4.6

**5.6 Operations Security.** The Contractor shall cause an SSAE 16 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

### **[TO BE INCLUDED IN SAAS CONTRACTS]**

**5.7 Redundant Back-Up:** The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

### **[TO BE INCLUDED IN SAAS CONTRACTS]**

## **6 VULNERABILITY TESTING**

The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

## **7 SUBCONTRACTORS**

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Work under an agreement with Contractor. Contractor has provided to the State a list of all subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Services under an agreement with Contractor or any subcontractor.

## **8 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

**8.1 General Representations and Warranties.** The Contractor represents, warrants and covenants that:





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- (ix) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (x) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (xi) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (xii) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (xiii) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (xiv) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

**8.2 Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
- (ii) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion; the State shall have no obligation to pay for services it has determined to be unsatisfactory.
- (iii) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all lines, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.



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**8.3 Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

**8.4 Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required.

### **9 PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE**

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2,000,000.00 per claim, \$4,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$2,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

### **10 TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT**

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

### **11 CONTINUITY OF PERFORMANCE**

In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms.

### **12 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES**

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

### **13 TERMINATION**

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State Materials (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.





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Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State information, State Intellectual Property or State Data ("State Materials") are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

[FOR USE WITH SAAS CONTRACTS]

### **14 ACCESS TO STATE DATA:**

The State may import or export State Materials in part or in whole at its sole discretion at any time during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remains in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State. *Provided, however,* in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Data.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

### **15 AUDIT**

**Audit Rights.** Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract. At a minimum, such audits, inspections and access shall be conducted to



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the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

### **16 DESTRUCTION OF STATE DATA**

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

### **17 CONTRACTOR BANKRUPTCY.**

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

### **18 SOFTWARE LICENSEE COMPLIANCE REPORT.**



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In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its system for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

#### **19 IRS TERMS IF FEDERAL TAX INFO WILL BE PROCESSED OR STORED (Per IRS Publication 1075)**

In addition to any other security standard or requirements set forth in this Contract, the Contractor agrees as follows:

##### **A. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
8. The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
9. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

##### **B. CRIMINAL/CIVIL SANCTIONS:**



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1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

### **C. INSPECTION:**

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.



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### Attachment E

#### Minimum Requirements Attestation Form

Annotate in column Y/N (Yes = Y; No = N) stating whether you can comply with each minimum requirement. Use the Comment column to articulate your response. **Please note that Responses and Comments are required for each requirement listed below.**

Minimum Requirements Attestation Form		
Minimum Requirement	Y/N	Comment (Required)
<b>Minimum Functional Requirements:</b> Does the proposed solution include the following components and/or capabilities as part of the COTS, "out-of-the-box" solution?		
Case and party-centric case/court management to include case processing, calendaring, docketing (to include the ability to change attorney and party contact information and to link parties to cases), financial management, workflow, warrants, and time standards alerts.	(Y/N)	Click here to enter text.
Integrated document/content management to facilitate the management of comprehensive case information.	(Y/N)	Click here to enter text.
Electronic filing (e-filing) to permit the filing of legal documents/information by electronic means and to facilitate a fully integrated filing process from the filer into the case management solution environment, from the filer to other parties, and from the court case management solution to filers. e-filing also includes the filing of court-created documents and notices and electronic communication to parties.	(Y/N)	Click here to enter text.
Web-based interface to facilitate public access, as well as secure access for designated users to case information and documents.	(Y/N)	Click here to enter text.
Reporting capabilities to include standardized (out-of-the-box) reports and the ability to create custom reports, to include the measurement of Key Performance Indicators (KPI).	(Y/N)	Click here to enter text.
Multiple court architecture in a centralized NG-CMS to serve numerous courts, regions, and counties,	(Y/N)	Click here to enter text.



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providing security controls to limit access to the appropriate users while supporting a statewide view of all courts.		
Data/information exchange architecture to facilitate standards-based integration and/or data exchanges, including support of the latest versions of the National Information Exchange Model/Electronic Court Filing (NIEM/ECF)-based data exchanges with other entities.	(Y/N)	Click here to enter text.
Configurable application features to minimize and/or relieve the VT Judiciary of the need to modify the solution in the future as the VT Judiciary's business processes evolve.	(Y/N)	Click here to enter text.
Electronic payments to facilitate statewide online, integrated payment processing, to include a payment mechanism for document access, public web portal access, and other fees that the VT Judiciary may elect to and/or need to collect.	(Y/N)	Click here to enter text.
<b>Minimum Non-functional Requirements:</b> Does the proposed solution must meet the following non-functional criteria?		
Is a browser-based solution (which can include a web-client plug-in, wrapper, and/or rich Internet application to facilitate an enhanced user experience and functionality).	(Y/N)	Click here to enter text.
<b>Minimum Production Experience Requirements:</b> Does the proposed solution meet the following production experience criteria?		
The proposed solution is currently operating, for no less than one hundred and twenty (120) production days prior to the RFP issuance date, in a state-wide or large multi-jurisdictional/multi-site court environment with demonstrated support for at least 500 concurrent users.  <i>*Note: production days do not include training or testing.</i>	(Y/N)	Click here to enter text.



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Name:	Title:
Authorized Signature:	Date:





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### Attachment F

#### Functional Area Executive Summaries

Every functional area contains an executive summary. These executive summaries are intended to provide a narrative description of our vision for the requirements of the functional areas, and are intended to assist in understanding our vision of your product.

While the VT Judiciary does not expect Bidder's solutions to meet all requirements, we hope to get a clearer sense of what your solutions have to offer for current and planned future functionality, as it relates to the VT Judiciary's vision.

This attachment is provided to offer additional information regarding the VT Judiciary's desired functionality to support the vision of:

- 1) Improving service to the public
- 2) Providing web access and services to attorneys, litigants, State agencies, and the public
- 3) Providing a seamless experience for all users, external and internal, from e-filing through case closure
- 4) Enabling electronic processing of cases (e-filing, e-documents, e-service, e-notification, etc.) and workflow processing
- 5) Increasing staff and judicial efficiency
- 6) Providing an accurate, real-time record of case events
- 7) Improving the ability to share real-time information with other justice and public safety agencies
- 8) Improving judicial management of cases through dashboards, enhanced reporting, notifications, work queues, etc.

The descriptions found herein represent key aspects of the VT Judiciary's current and future vision for each functional area.

#### **1. Bail**

The bail function should integrate with the rest of the VT Judiciary's CMS. Authorized users should also have the ability to access court records and calendars, as well as conduct searches for a particular individual through the bail portal. The search should return detailed information on a particular individual (if available), such as associated and related case histories, warrant history, other active bail, etc. The search should also be able to limit the information available, dependent on the level of permission given to certain users; for example, limit the information available to bailbondsmen at any given time. Authorized users should also be able to modify existing bail orders and bonds, and to make any necessary pre- and post-conviction modifications. The system should maintain a sequential record of such modifications. The system should also be integrated with the Department of Public Safety's database, to provide local law enforcement access to criminal history record information and related databases (e.g., existing conditions of release, open probation cases, etc.).



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All bail activities will be conducted within the bail portal; therefore, the system should be able to accept electronic signatures of authorized users.

To prepare for a system where the bail function would be centralized, the bail portal should be able to process payments, issue checks, and manage and track funds collected for posted bail in each county, and to print on-demand or email a copy of a bail order or bond and integrated documents to designated users.

The bail portal will also need to have functionality other than the addition and modification of bail bonds. Authorized users should be able to access informational documents such as statutes, policies, procedures, administrative orders, and training materials. Authorized users should also be able to receive and view published notices from the courts.

The portal will also need to accept scanned or attached documents and have the capability to transmit these documents to the CMS. Examples of these may include pretrial agreements with an outside entities or bail bonds executed in the field.

All portal filings will be held in configurable queues of the CMS for review by designated court personnel for completeness and redaction, as necessary. Accepted filings will automatically initiate cases in the CMS, be associated to existing case, and be managed according to established workflows. Rejected filings will be returned to the filer for further action.

## 2. Financials

Sound financial management and fiscal responsibility are of the utmost importance to the VT Judiciary. In order to ensure that these priorities are met, the NG-CMS should have a fully integrated and seamless solution for the management of all financial-related matters, hereinafter referred to as a Financial Management System (FMS).

Core Functionality: The FMS should include an industry standard core financials package that employs an authenticated and verifiable accounting framework adhering to Generally Accepted Accounting Principles (GAAP).

The FMS shall provide for financial tracking and management of one or more designated bank accounts. Account tracking and management will be supported with standard features to include, but not limited to, accounts receivable management, transaction detail, liability account management, bank deposit tracking, and cash drawer reconciliation.

Account management will be supported with a robust onboard suite of integrated financial reports, to include, but not limited to, account statements, bank deposits, account receivables, liability reports, and reconciliation statements.

All financial transactions shall be recorded to the subsidiary ledgers and electronically recorded in VISION, the State of Vermont's financial system, as appropriate, with unique IDs and descriptions that can be traced back to the transaction of origination, as well as the party entering the information. Functionality and reports to quickly trace all activity associated with a single transaction should be



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included (e.g., the ability to trace a receipt transaction from an account statement, viewing the associated ledger, deposit group activity, and cash-drawer session).

**Revenue Management:** The system will have a configurable chart or schedules of fees that track filing fee amounts by filing type, legal authority, and effective date. This chart will be used by the CMS to automatically determine and assess fees that are due at the time of document filing. The system should also financially manage amount reductions and exceptions to filing fees, including those where a filer has requested a fee waiver and a judge or clerk has partially or completely waived the amount owed. The system should also include the ability for a manual override or modification by persons with appropriate authority in those cases where a fine is subsequently waived or reduced, or where an order imposed community service or jail time in lieu of the fine is ordered. The system should also be configurable so that it permits a filing performed by an agency statutorily exempt from filing fees.

All monies owed for offense fines are allocated by statute to established fund(s) and jurisdictions<sup>1</sup> and each offense has several additional fees associated with it. The fees, which are automatically added on to a base fine amount, can be allocated as flat amount, or as a percentage of the base fine, or by other configurable calculations as determined by statute, rule, or order. The system should be configurable to allocate each fine and fee as required.

Similarly to a chart of fees, charts or schedules for the tracking of offense fine and fee amounts (including mandatory minimum<sup>2</sup> and waiver fine amounts<sup>3</sup>), by type and date, that are associated with offense outcomes are also required. A mandatory fine chart will be used by the Clerks to automatically determine fine and fee amounts for waiver fines and a maximum/minimum chart will be available to Judges for consideration in imposing all other fines.

While the system may have the ability to automatically assess fines and fees due, a user with appropriate access should have the ability to override any automatically assessed amounts. All amount overrides should be tracked by date/time, authorizing user, entry user, and reason.

The system should support a wide-variety of customer payment methods to include, but not limited to, counter processing, mail-in payments, and online payment services. Traditional payment types, such as cash, check, money order, credit card, and debit card, should be expected. In addition, the system should handle and track all credit and debit card payments, processed via external merchant bank credit card swipe devices.

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<sup>1</sup> See "Liability Management" below for further information.

<sup>2</sup> Certain offenses, as defined by Vermont Statute, have mandatory fine amounts that must be imposed.

<sup>3</sup> For traffic infractions, and in certain situations as determined by the Chief Judge of the Vermont Judicial Bureau, defendants can enter an implied offense plea of guilty via the payment of predetermined fine amount (waiver fine). As such, the system should be able to automatically invoke additional workflows and processes from the posting of a receipt.



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Regardless of payment method or type, customers should have the ability to either be issued a paper receipt or choose to have it automatically emailed to a designated account.

Monies owed for filing fees or offense dispositions can also be satisfied in the monetary alternative (e.g., approved waiver requests, tax offsets, or community service performed). In these situations, the FMS should support the application of alternative payment types for debt service. Likewise, case balances owed and accounts receivable should also support and account for alternative payment types (i.e., a defendant credited \$250 for community service performed. Upon system post, the same amount should be reduced from the associated case balance and also be reduced from the accounts receivable).

Since many defendants are unable to satisfy their debts at the time of imposition, the system should employ configurable collection methods and automated workflows, to include, but not limited to, the following: payment plan establishment, management and tracking, past due reminders, and notice generation (paper and email and tax set-off<sup>4</sup> preparations).

Online Payment Services: Customers will be able to take advantage of online payment services that will be accessible from the VT Judiciary's web portal. Users will be able to pay document filing fees, confirm amounts due, verify payment history, and make payments on outstanding fines, fees, and surcharges owed to the court. The system should provide for payment, online and offline, by a variety of means (e.g., an individual not having a credit card should be able to print an invoice via the online payment service, and bring the invoice to a court location to make the payment using an alternate method).

All portal financial transactions, including collections and waiver requests, will be seamlessly integrated with the FMS. Payments processed online shall be electronically reported to the FMS and the funds electronically transferred from the vendor-provided merchant account, to the appropriate VT Judiciary merchant account. Waiver requests submitted via the online service will be routed accordingly through e-filing workflows and will update accounts receivable as appropriate.

Cash Drawer Reconciliation: All court locations will be required to take in, regardless of location, monies associated with document filings, offense fine and fee payments, bail, trust/escrow accounts, and for transaction requests (e.g., copy charges). As a result, the system should have integrated standard cash-drawer functionality. The system should be able to extensively manage and track drawer sessions (e.g., by session date/time, clerk, and location) and associated receipts. All receipts should be identifiable by drawer session, and grouped by payment type and deposit account.

The system should have configurable rules, automated and efficient workflow routines, and reporting to support the daily reconciliation of cash drawer sessions. Once all sessions for a location have been reconciled, the individual receipts should be grouped, associated with respective bank deposit groups,

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<sup>4</sup> Defendants owing past due fines to the court are, according to established rules, automatically submitted to the Vermont Tax Department, to have their tax refunds withheld to satisfy their fine liability. Please see 'Appendix F' of the RFP for further information regarding this exchange.



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and the user enabled to automatically generate the deposit tickets. The system should have configurable rules to then electronically transmit, via a data exchange, the receipt summary by revenue account to VISION, the State Accounting System.

Liability Fund Management: The VT Judiciary serves as the primary collection agent for all monies originating from offense fines and fees, bail, and escrow. As mentioned above, the fines and fees are allocated by statute, which also includes monies for funds managed by external agencies (e.g., Vermont Transportation Agency, Vermont Public Defender, Vermont Drug Task Force programs, Vermont Attorney Licensing, Towns, Villages, and Counties). To support and ensure the efficient disbursement of these funds to the appropriate agencies, the system should employ automated workflows and robust reporting and functionality to manage, automate, and track liability disbursements. The system should, via a data exchange, electronically transmit the disbursements to VISION, the State Accounting System, for processing (e.g., daily deposit journal entries to appropriate state entity, monthly/quarterly summary uploads check/ACH issuance by the State Treasury to non-state agencies).

Disbursements: The system needs to have the internal capacity to process and manage issuances for bail account(s), escrow accounts, and juror payments. As case transactions are posted, the processing of associated disbursements should be automated; staging all disbursements (location specific and/or centralized) in a "pending" area for further processing (i.e., as bail funds are released on a case, the system will automatically check for other obligations from both internal and external sources and systems<sup>5</sup> owed by the posting party, and withhold those funds, automatically creating and staging/posting disbursements [fund transfers to other cases, etc.] on a priority- and tier-driven schedule as maintained by statute or the Vermont Supreme Court). The system should provide the ability for judicial override.

Please note that VISION, the financial management system for the State of Vermont, processes the actual disbursements of accounts payable, refunds, and expense requests.

Reporting: In addition to the common reporting features as outlined in the "Data and Management Reports" requirements set, the core financial system should have a suite of robust reports to manage all aspects of fiscal operations (ledger and account statements, deposit groups, journal transactions, detailed and summary revenue reports, etc.).

Additionally, a matrix mapping all CMS transactions to the expected ledger activity is expected (i.e., the ability to look up the expected FMS ledger postings that should result from a cash receipt).

### 3. Data and Management Reports

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The system should have a robust suite of reporting features and capabilities, to include, but not limited to, the following media: Interactive Dashboards, Integrated Operational Reports, Ad-Hoc Report/Form Utilities, and Report Generation Software.

**Interactive Dashboards:** Will represent the highest level of reporting, presenting users with visual charts and graphs of key performance measure trends, as determined by Judicial Leadership. Dashboards should be dynamic and reflect real-time data, allowing the user to click on a particular data element, to drill down and view the associated detail records, multiple data layers deep, if needed. Dashboards will be configurable to support a variety of different audience groups and performance measure interests. It is envisioned that dashboards will be utilized at all levels of the organization, to include everything from operational workflow support to policy management and resource allocation.

**Operational Reports:** Should be integrated as part of the system and be available to support the efficient management of all associated Court functions. Parameters for reports should be robust, allowing for a number of sorting/filtering options, data selections, and format rendering options (PDF, word, excel). Reports of the court's identified key performance measures, as well as professional standards (and those recommended by the National Center for State Courts) should be available. The system should default report parameters according to a user's role or job function, allowing users to configure an individual default selection of parameters for each report (e.g., when a user identified as a "clerk" generates a case list, the report parameters may, by default, be automatically set to the user's specified court location(s), with the date range defaulting to the current date and specific case types already selected).

Reports executed should not degrade the transactional services experienced by end users. Although the Judiciary will not be prescriptive regarding an approach to operational reporting, there is a strong preference towards the use of a reporting layer or replicated database model to support operational reporting, directing all report requests away from the transactional production database.

**Ad-Hoc Report/Form Utilities and Report Generation Software:** The system should provide integrated report generation software for users with appropriate permissions to be able to generate ad-hoc custom reports, data extracts, and forms. This utility should provide an industry standard front-end for users to customize and generate reports, forms, and data extracts. The environment should also support a wide variety of report, form, and data extract delivery options, to include, but not limited to, scheduled automated email delivery (i.e., the first of every month) and website publication (both internal and external). A "self-service" internal website for custom reports to be published, and designated users to access, should be an integrated part of the environment. Website rendering of reports should be flexible, allowing designated users with permissions to access generated reports, parameter pages for users to dynamically generate reports, or the display of an interactive dashboard of graphical data.

The utility should allow designated users to graphically design data connection(s) and report layouts. Users should be able to select and link tables from a wide variety of data sources (e.g., Microsoft Excel spreadsheets, Oracle databases, Microsoft SQL Server databases, FileMaker database), including real-time replicated database(s), ensuring all reports are up to date with current information from the production database(s).





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Report and form designers should be able to work from a suite of preconfigured templates, with configurable and standardized headers and footers. Designated users should be able to select and place data elements on the report design surface, and deploy them using custom formulas (using industry standard syntax, such as Basic or SQL), which are then placed on the design surface. Formulas should be able to be evaluated at several phases during report generation as specified by the developer.

Fields and formulas should have a wide array of formatting options available, which designers can apply absolutely or conditionally. The data should be able to be grouped into bands, each of which can be split further and conditionally suppressed as needed. The reporting utility should also support sub-reports, graphing, and a limited amount of Geographic Information Systems (GIS) functionality.

The system should also have integrated reference tools to help with the consistent and ongoing management of reports and data. Reference tools should include, but not be limited to, a data dictionary, including an index of all database tables and columns, and an index and description of all integrated system reports. The system should also allow users to create and save search queries for reuse.

**Security:** Access to generate and view any reports should be controlled through system security and user role permissions, integrated with the Case Management System. The integrity of report security should be further enhanced by the system capture of all report generation requests to include a unique traceable identification number, contained as part of the report footer (i.e., the ability to determine who generated a report and when).

**Publishing:** The system should have to ability to publish some of these interactive reports and dashboards through the integrated portals or websites for public/external consumption.

### 4. Case Processing

The mission of the Vermont Judiciary is to “provide equal access to justice, protect individual rights, resolve legal disputes fairly and timely, and provide everyone the opportunity to have their day in court.” An efficient case management system that maximizes judicial resources is essential to this mission. Case management is the most critical information technology function of the judiciary and includes traditional activities such as case initiation, event docketing, scheduling and calendaring of events, financial record-keeping, and management and statistical reporting. Additional functionality is also requested to provide a comprehensive court management solution.

The following is a description of the heart of the case management system: the case processing requirements. While there is some requirement specialization necessary for certain case types, the system should support the consistent processing of all Vermont Judiciary case types.

#### Data Security and User Permissions

**Role-Based User Permissions:** Different levels of permissions for access will be available for internal Vermont Judiciary users and other designated users based upon their job functions or user roles. The system will allow individuals with the proper permissions to create, access, delete, or edit data within the system.





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**Data Confidentiality:** The system will be highly configurable to automatically seal or restrict access to certain case types and will also allow manual sealing or restricting of the entire case file or individual filings or elements within a case. The system should only allow users with appropriate permissions the ability to view, edit, or modify the events. Certain events may be automatically sealed/restricted subject to a manual override. Information, such as confidential addresses or social security numbers, and the full names of parties in certain cases will not print on notices, calendars, case notes, or other documents, but permitted users will have the ability to send, by e-mail or postal mail, court communications to individuals with confidential addresses or to those who have been granted access to the file information.

**System and Database Auditing:** The system will track all inserts, edits, deletes, and overrides to the case data, and record the modification, as well as the date/time and the user who made the modification. Activity within the CMS (i.e., a click trail) may be recorded for a configurable groups of users. Designated users should be able to access and search the audit logs.

### **Party and Participant Management**

The system will be “party-centric,” meaning that a party will exist only once in the system, with all associated cases being assigned to the party record. The system should provide for a party to have different roles in different cases, with the ability to make the party under a specific role confidential (automatically per defined business rules with manual entry as well), if required. The system should have integrated rules and logic to help minimize party duplication, and provide tools for addressing duplicated records, as well as provide for an authorized override or correction of errors. A history will be maintained of name changes and contact information for individuals and the system will alert a user to other open cases, as well as the presence of sealed/restricted information in other cases involving the same individuals. All confidential information will be protected from public review and will only be available to internal users and other authorized individuals with appropriate permissions.

The same capacity should be available for individuals who participate in cases in roles other than parties. For instance, an interpreter, guardian ad litem, or mediator should only be entered into the system one time, with all associated cases being assigned to the participant record.

Multiple individuals may be associated with a case either as a party or a participant. The system should allow the associations and provide the ability to identify their role and their level of participation. These associations should allow for changes (e.g., putative father to father).

The system will allow for the name of an attorney, guardian ad litem, or other person involved in the case to be changed or for them to be removed from the case, while maintaining a history of the changes and the reasons for the changes.

### **Case Processing**

While it is envisioned that in limited circumstances, paper filings requiring manual entry into the CMS for case initiation and supplemental filings will be permissible, it is expected that, where possible, all cases and supplemental filings will be filed and initiated in the CMS via electronic transmissions from e-filing portals or from data exchanges with other stakeholders.



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All portal and data exchange filings will be held in configurable queues of the CMS for review by designated court personnel for completeness and redaction, as necessary. Accepted filings will automatically initiate cases in the CMS and be managed according to established workflows. Rejected filings will be returned to the filer for further action. All information necessary for processing the case is provided through the filing. The VT Judiciary is able to choose which method of filing or which template will be accepted dependent on the litigant's purpose for filing.

Once a case has been filed, all information is immediately capable of capture and reuse and certain fields will automatically populate from the filing document and the case will go into an established workflow configurable by case type. The system should be flexible to allow documents, such as an entry of appearance, an answer, or a return of service to be entered without an assigned docket number prior to the filing of a complaint. The system should have the ability to associate these documents with the complaint when filed, and the ability to reject if no complaint filed within defined timeframe. If the complaint is not filed within a configurable timeframe, an alert will be provided to the clerk. Similarly the system should allow for electronic acceptance of service for any case participants and to alert the specified court user if service has not been perfected within a specified time frame.

The system should be able to determine and track the required elements of a filing and associated timeframes and provide an alert to the clerk when all the elements have been satisfied or when the timeframe has lapsed. This alert should prompt the clerk for further processing based on an established workflow. Please also see 'Dashboards & Message Queues' below.

The system should have a single case summary screen that will contain the important information in the case including any pending alerts, needs for interpreters, warrants, balance due on fines, or other important case indicators. This screen should contain hyperlinks that, when selected, take the user directly to the area of interest. Certain non-case information can be recorded and associated with a case as necessary and available for users based on their role; for example, the need for an interpreter and the language needs, the need for a mediator, or a security alert. These alerts will be visible to the users whose role requires the information.

The system should also provide for a note feature. The note should be visually displayed and readily accessible by the user whenever a case is accessed. User notes on a case will be available to and edited only by the author of the note. Those notes can be shared with others by permission of the author. Users can search, retrieve, view and print notes based on their security level and the security attached to the notes. User notes need the capability for non-public use.

The case docket records will have configurable search parameters, allowing users with appropriate permissions, to be able to filter the docket record by specific events. Google-like search features will enhance the search experience, enabling users to perform wild card text searches of the records and associated attachments. The search results can be viewed on the screen or printed. Records should be searchable by specific user-defined parameters, including but not limited to: docket number, case type, party name, court, court event date, etc.

The system will support a configurable paper on demand environment allowing users with appropriate permissions to print hardcopies of all electronic documents, system screens, search results, forms, and



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reports. As examples, the system will have the ability to print hard copies of all orders, motions, and judgments. Address labels, envelopes, file labels and exhibit labels may be printed directly from the case screen either individually or in batch.

The system should allow for the marking, tracking, and management of exhibits through a data exchange with the For the Record (FTR) court recording system or similar system. Additionally, there will be an automated transfer of cases to the appropriate Appellate Court or other jurisdiction. Please see the 'Appellate' executive summary for further details.

Case processing functionality of the system should be consistent across all case types, where appropriate, but flexible to support specialized workflows, business processes and requirements. The system will come equipped to allow compliance, through alerts and reports, with all timelines mandated by Rule, Statute, Court Administrator or the Supreme Court. The following examples are a representation and are not to be considered an all-inclusive list:

- The system should have data entry screens that are highly configurable by case type.
- For Judicial Bureau cases, the system should allow for the customization and configurability of the citation and charge input screen including identification of mandatory fields including, but not limited to, all fields on the Vermont Civil Violation Complaint, Municipal, and Fish and Wildlife Complaints. The system should be able to identify and track cases by status of the Complaint and Violation Code (e.g., case to be set, case to be reviewed, case has firm set date, case is suspended, etc.).
- In Civil cases the system will be able to capture multiple counts or claims for relief and/or counterclaims and cross claims on a case and associate one or multiple parties to those individual counts of claims for relief.
- For Criminal Cases:
  - Disposition data may be copied so that it can be applied to all or selected charges or counts or, alternatively, separate and distinct disposition data can be applied to each charge or count.
  - The system should have and support exception handling, modification and notification processes and must be able to send necessary reports to Department of Motor Vehicles.
  - The system should support communicating necessary information to Vermont Crime Information Center, including but not limited to: Name, DOB, Offense, Disposition, Diversion status, and Sentence Modification.
- For Juvenile cases, the system should be able to accommodate specialized terminology (e.g., 'adjudication' for juvenile cases vs. 'guilty' for adult criminal cases), as well as accommodate the recording and management of parental/guardian information.
- For Family Matters, the system should provide an application for Magistrates to be able to complete Child Support Order packets. The packets consist of 1) Child Support Order, 2) Associated Worksheet(s) and 3) Associated Supplemental(s), including but not limited to income withholding orders. The desired process is that, when available, financial information from the parties and the state financial guidelines would populate into worksheets at the direction of the



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Magistrates; the information from the worksheet will be auto-populated onto the order and supplemental materials allowing for final revisions to be performed and the packet to be printed for signing.

- For Probate cases, the system should be able to accommodate more generalized terminology for opening as well as closing a case. For example, a probate case does not involve a dispute between entities, but instead involves matters such as estates to be dispersed. When a probate case is closed, the disposition does not involve judgment, but instead a resolution which simply closes the case. The system should accommodate the recording and management of parental/interested party/family member information.
- For Child Protection cases, the system will come equipped to allow compliance with all federal requirements and guidelines detailed in the Adoption and Safe Families Act including federally mandated timelines for hearings, findings and outcomes and to meet performance measurement requirements (e.g., cases that are over or under goal) as defined the National Center for State Courts Toolkit for Court Performance Measures in Child Abuse and Neglect Cases. This will include the ability to track the hearing and permanency outcome of each child within a case and to track statutory timelines for each individual parent rather than for the case as a whole. Links should be available within the system to any cases in Vermont involving any of the parents or the children. Data related to cases in which one or more children are subject to the Indian Child Welfare Act (ICWA) will be tracked.

For Jury Management, the system should allow for all aspects of jury management including the ability to randomly create the jury pool from a juror source list provided by the Department of Motor Vehicles and Voter Registration List. Court clerks should also be able to manually add citizens to a juror pool and to manage excuses and assign panel numbers and juror numbers. Juror summons may contain a bar code that links it with a juror and information related to that juror for tracking and reimbursement purposes. Jurors should be able to check their status on line to find if they have been excused or when they are scheduled to appear. Confidentiality of juror information should meet Vermont's legal requirements contained in the Statutes, Rules, Administrative Orders, and Administrative Directives.

See also NCSC Jury Management System guidelines "Jury Management System Requirements – Adopted Standards Version 1.0" ([http://www.e-courts.org/~media/files/pdf/about%20us/committees/jtc/jury\\_management\\_system\\_requirements\\_final\\_12\\_16\\_14.ashx](http://www.e-courts.org/~media/files/pdf/about%20us/committees/jtc/jury_management_system_requirements_final_12_16_14.ashx)). Please note that the NCSC standards should only be considered as a guideline reference only, as they do not explicitly represent jury management for the Vermont Judiciary.

Provider Management: The system should allow for the entry, scheduling, and tracking of providers (mental health evaluators, guardians ad-litem, mediators, interpreters, attorneys etc.). Requests for reimbursement of provider expenses as described in the 'Financials' executive summary, will also need to be managed, tracked and processed.

Exhibits: Within the courtroom or in the clerk's office, the system will manage, record and track all activities associated with exhibits presented for admission into evidence including those marked but not formally offered. The system will also track physical exhibits generating tracking numbers and location tags.



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**Case Closing Routines:** Through configurable business rules, case-closing routines can be triggered automatically by the entry of defined events or activities (e.g., disposition entered for all counts). When an identified case-closing event is docketed, such as the imposition of a sentence, then an automatic bail release, subject to stayed sentences, will be triggered. The bail release will then go through a protocol established in the 'Financials' requirements that checks for statutory bail set offs before being returned. Additionally, if applicable, an automatic notification should go to police departments of all closed cases so that they do not violate a defendant for violation of conditions of release as the conditions no longer apply.

The system will allow for partial dismissals of counts, and entry of judgments on particular counts, with relation to parties. Orders with expiration dates, such as protection orders or involuntary medication, will be automatically expired on the date indicated. The system should have the ability to close cases based on rules specific to case type. The system should alert the clerk when cases have met the criteria for closure.

Certain cases should be sealed or restricted at case closing subject to statute, rule or order as part of case closing routines.

**Basketwork:** There should be configurable workflows, alerts, and notifications for items submitted to the Judge for review and action to include the ability to identify priority items needing immediate attention.

**Financials:** All financial assessments, including filing fees will be automatically applied and docketed at the time of case initiation (either manual or e-Filed) and according to configurable business rules. Filing fees may be applied to a case or multiple cases via a single screen or a single transaction. The system should recognize filers who are exempt from a filing fee. Likewise, if a fee waiver is granted or denied the system should have the ability to record the reason. Fines will be applied either automatically or manually, after conviction, based on offense and offense date. Offenses that are waiver-able should display and default to the waiver-able fine amount, specific to the charge and offense date. Users with appropriate permission will be able to override any automatically assessed fines or fees. Fines and fees may be accepted at any court within the State despite the origin of the case in which the fine or fee is assessed. Please see the 'Financials' executive summary for further details.

- **Data Exchanges:** The system will also support a number of data exchanges as described in Attachment G the RFP.

### Data Entry and Usability

**Data Entry:** The system should have specialized data entry tools, configurable by case type, to support the efficient, expeditious and accurate entry of case related data (case initiations, orders, dispositions, etc.) by court clerks. This tool should also support offline processing that ensures continued court operations in the event of a network outage.

The system should distinguish between optional and mandatory data entry fields and display the mandatory fields prominently. Text fields should pre-populate but users should also be able to cut and paste text from external documents to internal documents or text fields. Data entry screens should also provide online field specific help and prompts or training to assist the user. If during data entry one or





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more screens are open to perform searches the user should be able to return to the original data entry screen easily, complete the data entry, and save the record without the loss of data.

A user will be able to enter and retrieve all party-related and case-related information from a single screen. Searches can be performed for other cases involving the same individual(s) and the results of those searches will be hyperlinked to the related case information. Data entry should be intuitive and easily navigated. A user should be able to associate a single filing or event to multiple parties and to docket a single event into multiple cases in a single transaction. The entry screens will be customized to fit the users' workflow so that data fields will be hidden if not applicable to the case type being entered. There should be configurable error checking and validation during data entry to avoid typographical errors such as a birthdate that is entered with a future date or a court date that is scheduled outside of the identified time frames for that case and event. The system will produce the electronic docket sheet that displays in sequential form all events in the case and a link to any documents or data.

### **Workflows, Activity Tracking, and Dashboards**

Automated Workflow: Once a filing has been accepted, the system will take automatic steps based on a configurable workflow. For instance, the scheduling of a hearing might automatically generate notices to parties and participants. The information in the filing automatically triggers the case processing route without action by the staff, and dependent on what the next action is, the work queue of the appropriate person is automatically alerted that there is pending work. The scheduling function within the system will assist the court in setting hearings in compliance with critical deadlines and will provide ticklers and alerts as necessary. Additionally, when certain events are docketed, the system should automatically update based on configurable business rules based on case type (e.g., a final judgment will release counsel of record). These automatic steps are subject to override by a user with appropriate permission.

Activity Tracking: The system will track the filings and results of all motions (including post-judgment) and affiliate all associated filings and orders with the appropriate motion. All post-judgment motion filings should be separately identified by their sequence (2<sup>nd</sup> motion, 3<sup>rd</sup> motion, etc.). Likewise, the system should track by count and prominently display status of each count from a complaint and any associated counterclaims or amendments. Post-judgment activity should be recorded without changing the original or modified judgments.

The system should allow designated users to be alerted when any motions are filed or action is taken on a case (e.g., law clerk for cases s/he is currently working on). Within the system, all motions for continuance should identify the filing date, requesting party, reason and sequence of continuance requests and court ruling.

Additionally, the system will track issued and returned writs by type. If evidence of compliance with court orders is ordered, the system should have the ability to track the compliance status and alert the Clerk of missed deadlines.

Dashboards & Message Queues: The system will utilize a dashboard system for individual cases and court schedules, alerts for security or transport, ticklers, reminders, and other information necessary for supporting the court schedule and processing individual cases. The dashboard should allow a user to



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run a list of the cases scheduled for a particular date or courtroom and to identify the status of service, interpreter needs, transportation or writ needs, security alerts, etc. Through a data exchange with correctional facilities, the user will be alerted when individuals who should be seen are in custody and their current location.

The system will track activity (or inactivity) in a case as well as calculate and track rule dates and events that should be monitored and provide alerts using configured timeframes. The ticklers can be specific to certain users or groups of users (e.g., clerks) and delivered via a user message queue that may be integrated as part of a user dashboard.

The dashboard will allow for the user to “drill down” and retrieve more details on the cases displayed on the dashboard and will be configured to provide information specific to a user’s role in the system. The system will provide all dates for scheduled events in a case to appear on a review screen even if the event is scheduled in another court location

A report can be generated from the dashboard of designated users for all ticklers and notifications within certain parameters (e.g., a supervisor might wish to have a report generated for individuals whom s/he supervises).

### Court Forms and Notices

Court Forms & Notices: The system will be able to render all court forms and notices as determined by the Vermont Judiciary. Integrated form generation software, as described in the “Data & Mgmt. Reports” executive summary, will allow for multiple data fields to be merged into system-generated documents, forms or notices. These may be distributed according to established workflows, either electronically or by paper copy. The user may designate which participants in a case should get notice and associate more than one address to a participant or party. The form or notice should indicate who was noticed, and produce a “court-copy” for inclusion in the paper or electronic file. The system should docket the mailing and the destination address or email address for all system-generated notices and mailings. It should also provide for the entry and tracking of the inability to deliver the notice, in the event a notice is returned as undeliverable.

If an event is scheduled in a court location other than the court of original filing, the system should highlight and visually emphasize on all scheduling notices the location of the hearing. Likewise, if a hearing notice reflects a change in date, location, or time, the changes should be highlighted on all notices.

Attestation and Notarization: The system should allow for electronic attestation and notarization of court documents but should also allow for these documents to be printed and manually certified.

## 5. Scheduling and Calendaring

### Mission

The mission of the Vermont Judiciary is “to provide equal access to justice, protect individual rights, resolve legal disputes fairly and timely, and provide everyone the opportunity to have their day in court.” In order to meet this mission, the NG-CMS must enable and foster efficient scheduling of all Vermont





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Judicial court matters in order to maximize judicial and staff resources and eliminate unnecessary procedures and repetitive events by increasing specific code events.

### **Scheduling**

To increase efficiency, the NG-CMS should automate and improve the scheduling of all Judicial cases and hearing types for all the Vermont Courts within the Vermont Judicial system, while allowing for the manual override for exceptions to automated rules in all circumstances. The NG-CMS should be able to support scheduling for all Vermont Courts and locations and have the ability to schedule various types of cases, with varying scheduling rules.

Initially, many cases in the trial courts are not assigned to individual judges. Instead, a judge is assigned to a particular division (e.g., Family, Criminal, and Civil) but may handle all dockets within the Unit or one division within the Unit. To help facilitate this, the system should provide for recurring scheduling by specific event types in blocks of time (e.g., arraignments, lodgings, small claims, and juvenile emergencies), and allow for the definition of other allocated blocks of time within the court schedule without division specifics. Although not the routine, there should be the flexibility to assign cases to specific judicial officers, as well as flag any judicial recusals and conflicts to avoid future hearings with the recused/conflicted judicial officer. The system should also allow for parties and attorneys to maintain conflicts and alert the Judiciary users to these conflicts while scheduling. The system should allow authorized users to set default limits on the maximum number of cases that can be assigned to a courtroom block or a unit of the block or to a participant in the case, such as a resource attorney, but allow a user with appropriate permissions to override that maximum capacity of scheduled cases. The NG-CMS should allow scheduling of blocks of time with or without assigning judicial resources and should specify a minimum and maximum number of cases that can be assigned to the schedule block. The template for the schedule should be configurable with overrides available for users with appropriate permissions.

The NG-CMS system scheduling blocks should have the flexibility to schedule in desired increments and specified event types per day with overrides available for users with appropriate permissions.

To maximize resources, the NG-CMS should have the flexibility for specific cases or types to be grouped together (e.g., interpreter cases, group attorney blocks, relief from abuse hearings). The NG-CMS should also allow linked cases to be scheduled together or overridden to be scheduled separately (e.g., co-defendants in a criminal case, related cases in Environmental Court, etc.).

The NG-CMS system should effectively identify and alert judiciary users to scheduling conflicts for parties or case participants for any events within the NG-CMS.

To maximize the effectiveness of block scheduling, the system should be able to track when a block of allotted time has been filled while granting override permissions to schedule additional cases in the existing block. The block schedule should be configurable to individual court locations within that unit/court according to function capability. The system should set up perimeters for the Judicial Officers based on Judicial assignment, such as limited courtroom size and capacity. The system should also provide the ability to cancel and reschedule single cases, multiple defendant cases, attorneys, judicial



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officers, law enforcement officers, or a group of cases in the block and generate appropriate notification, electronic or otherwise, to all parties and participants.

Scheduling of individual Judges and court staff should also be effectively handled by the NG-CMS, to include previously scheduled conflicts. The availability of Judges, attorneys, rooms, and resources should be integrated with the court scheduling.

Scheduling of court officers and courtroom operators will be done centrally and should be automated and scheduled with regard to established and configurable priorities based upon the staffing within the Unit. This scheduling should be flexible so that any changes to the status of the case or court personnel can be assigned to another courtroom based on the criteria noted above.

The system should be able to capture and compare the calendars/schedules of external resource people (e.g., interpreters, mediators, guardians ad litem, etc.) with court events and allow court personnel to assign those resource people to events based upon configurable variables (e.g., language needed, accommodation need, and geographic need). It is the desire of the VT Judiciary that the NG-CMS have the ability to integrate with external and individual use calendar systems (e.g., Microsoft Exchange, Google Calendar Services, Apple iCloud, potentially other calendar systems via API or other web services, etc.) and perform scheduling assistance by comparing those calendars with the NG-CMS calendars in order to suggest availability. The NG-CMS should also have the ability to send universal calendar information with notifications, either for scheduling or cancellation of scheduled events, to participants to facilitate the addition of those events to their personal calendars.

Scheduling should also be flexible so, if there is a change in the status of the case, the resource person is notified that the matter is canceled. Alternatively, the resource person can be reassigned to another case and notified of the change.

The system will also include automated statewide alerts throughout all units and divisions for scheduling conflicts (e.g., maximum number of allowed cases exceeded, attorney and judge conflicts). The NG-CMS should also have the ability to track a case on a docket report, and the ability for court personnel to generate configurable case schedule lists (e.g., daily lists and docket case specific lists). These lists, based on user preference and permissions, may contain key party information as to the cases scheduled to be heard (e.g., incarceration status, interpreter needs, security alerts), ensuring that Court staff are well prepared for the upcoming cases. It should also allow easily allow Judiciary users to batch schedule multiple cases from lists or live reports.

The system should have available the ability to apply certain rules or instructions when scheduling a group of cases or a particular case, such as instructions for parties to call into a hearing or instructions on when to be available for the Court to contact them for a hearing.

### **Calendaring**

The calendaring function of the CMS will improve the efficiency of access to calendars by making public calendar information available on the internet in real-time. The Court calendar will be displayed by location and date range, with view options such as attorney or judicial officer view. The calendar should not have limits as to how far in advance to display court schedules, and any cases scheduled should be



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displayed, provided the information is public. Cases that are confidential (e.g., no service and no probable cause) should not be displayed on the public posting. The calendars should list Courts with Statewide jurisdiction, such as the Vermont Judicial Bureau and the Environmental Division calendars with and by specific location.

Judiciary users with appropriate permissions should be able to view individual calendars within the NG-CMS and use an overlay view of selected calendars. Each user, resource, room, judge, and other scheduling entity and resource should have an individual calendar with multiple permission layers, including, but not limited to, read (with and without details), edit, edit and delete, and delegate. The public-facing, permission-based portals of the NG-CMs should also support calendars that can display and link to appropriate case information for those authorized users such as attorneys, law enforcement, and other filers. Case information includes, but is not limited to, docket records, associated pleadings, judgments, and orders. Case access should also be dynamic, allowing users to access cases directly from the calendar search display, based on permissions and/or public status.

Court personnel and other designated users with permissions will have the ability to log in to the calendar system and have increased access to calendar information, according to their role-based permissions within the NG-CMS. Designated users will also be able to search the court calendar by specific, user-defined parameters, including, but not limited to, the following: docket number, case type, party name, court, court event date, law enforcement agency or officer, and attorney name.

Designated court users will be able to manage the calendar information that public users can access. Calendar user activity will also be tracked, and able to be aggregated for reporting purposes (e.g., measure effectiveness of site).

### **6. Judicial Workbench**

Another component of the anticipated electronic case management system will be a desktop functionality for trial judges and Supreme Court justices that will allow each judge to easily access information, documents, and court filings, and will provide easy access to the forms and research tools that judges need to use each day. This judicial component of the new CMS has come to be known as the Judicial Workbench.

The Judicial Workbench should seamlessly integrate into the CMS and allow the Judge to perform a variety of tasks in the courtroom, in chambers, and at remote locations in an intuitive fashion through an interactive desktop dashboard to other components of the CMS. All Judges sit in several courthouses and in multiple courtrooms throughout our State. Any aspect of the Workbench that can be customized by the user should be able to be saved, and the saved features should be available in any location when that user logs into the system.

Interactive monitors and displays mounted on the bench should be located so as not to interfere with the Judge easily seeing the participants in the courtroom, including witnesses. This may be no easy task, since some of our dockets, including in the Family, Civil, and Environmental Divisions, may have three or more parties participating in a proceeding. Participants should also be able to see the Judge. Monitor positions should be adjustable. Displays should show the list of cases set in the courtroom before the



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Judge on that particular day and allow the list to be adjusted or annotated as matters are reached. The Judge should also be able to look at the calendar for other days for scheduling purposes, both in the courtroom and in chambers.

All of the information about a particular case that is currently available from an inspection of the existing paper files should be accessible on the Workbench. This information includes, but is not limited to, all filings by the parties, proof of service, all docket entries by court clerks, all orders issued by the court in the action, the events that have occurred in a particular action, and any dates scheduled in the future. The Judge should be able to easily access and review any other case file. This information should be available in a split screen, multiple screens, or other format that allows the Judge to see more than one document at a time.

Multiple users, including the Judge and court personnel, should be able to work in the same file at the same time, with courtroom personnel having the ability to select and display file contents on the Judge's monitor upon request. The system should be configured to minimize judicial data input during trial and maximize the clerk's ability to work on the file in the courtroom. The expectation is that a clerk is able to docket information in the case file as well as, if requested, control the Judge's screen.

The Judge should be able to use a stylus, digital ink, touch screen, keyboard, or voice recognition software to add data to all forms, prepare orders, and add information to the file notes section. The Judge should be able to copy portions of filed documents and paste that text into other documents.

The Judge should be able to designate file notes as private, or be able to make the notes available only to designated individuals or groups.

The Judicial Workbench should allow for efficient interoffice communication with other Judges and court staff. Each Judge should have access to a designated electronic inbox and be able to control its availability. Clerks should have information about the availability of a Judge's inbox prior to channeling work to that Judge. The Judge should be able to access the inbox from any location and access the system remotely, using a computer, smart phone, tablet, or other similar device. Court personnel should be able to flag items requiring rapid judicial action and the Judge should have the ability to flag items for later review.

The Judicial Workbench should allow each Judge to keep his or her own calendar and to create individualized ticklers and reminders. The Judge should be able to attach reminders or notifications to particular files. Reminders and notifications should be able to be set for viewing only by the Judge or shared with others that the Judge designates.

The Judicial Workbench should provide links to allow the judge to access non-case information, including all Vermont judiciary recourse materials (now available through JustUsNet), charts of minimum and maximum sentences, West Law/LexisNexis, and similar resources, without having to close the case file being viewed.

Sometimes when a judge is drafting a decision, particularly a merits decision after a bench (i.e., non-jury) trial has been completed, the judge needs to review multiple pre- and post-trial filings submitted by the



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parties. Some of these filings can be voluminous and can reference multiple admitted exhibits, including large-scale exhibits. The Workbench should allow the judge to enter notations on the parties' filings that are only viewable by the judge and their law clerks, and should allow the judges and law clerks to locate individual notations via a word or other search, so as to assist in the decision drafting process.

### 7. Appellate

The Vermont Supreme Court hears cases in two capacities:

- **Appellate Jurisdiction.** The Court decides final appeals brought directly from the various divisions of the superior court and from administrative agencies. These appeals may be as of right or interlocutory in nature. The Court also hears appeals by permission from decisions of the civil and criminal divisions of the superior court when one of those courts has acted in an appellate capacity. Appeals are decided by either a three-justice panel or the full Court. Some bail appeals are resolved by a single justice. Appeals make up the bulk of the Court's caseload.
- **Original Jurisdiction.** The Court has original jurisdiction for certain actions. This means the case originates in the Supreme Court. In these cases, there is often a decision by a Board that is recommended to the Court for adoption.

The Vermont Rules of Appellate Procedure govern procedures in the Vermont Supreme Court. Other rules may be relevant to procedures, particularly for original jurisdiction cases. See Vermont Rules of Professional Conduct; Disciplinary Control of Judges; Rules of Admission to the Bar of the Vermont Supreme Court.

The appeals process in Vermont is currently mostly a paper-based process. Parties file notices of appeal, motions, briefs, and the printed case (documents from the trial court record) in paper form. Although parties also submit electronic copies of the brief and printed case, those items are purely for reference and are currently stored outside the docketing system. Transcripts of proceedings are received only in electronic format. The NG-CMS will take the appeals process from a paper-based system to an electronic system. The NG-CMS should allow the VT Judiciary to determine the method by which it will accept the filings, and the system will provide the capability of filing and sending documents electronically. The information provided in the filings automatically triggers workflow rules of how the case is processed. Under the NG-CMS, much of the initiation and processing of an appeal should be automated.

The Supreme Court has jurisdiction over most appeals from judgments and orders of all divisions of the superior court and administrative agencies. Business rules may vary depending on the type of appeal. Some types of orders must first be appealed to a particular division of the superior court. Rules and statutes determine whether the Supreme Court or a division of the superior court has jurisdiction over a specific type of appeal. This designation may change over time, and the system must have sufficient flexibility to reflect these changes. The NG-CMS should be able to incorporate varied business rules and track appeals depending on type. For all types of appeals, the NG-CMS should support case docketing and management by performing functions such as tracking parties, attorneys, deadlines, briefing, transcript production, justice assignments, the opinion-drafting and circulation process, and the final disposition of the appeal.





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Because most cases are appeals, the transfer of the record—data and documents—from the originating court is important. The NG-CMS should be able to import electronic data from the trial court docketing system to the appellate docketing system. The system should include the capacity to import and archive (or alternately to index and reference) any transcripts or audio or video recordings that are part of the record on appeal, including those created in or admitted by the trial court or administrative agency and provide an electronic table of contents. In cases where parts of the record on appeal may include electronic documents from entities that will not be using the NG-CMS (for example administrative agencies), the system will need to establish standards for acceptable formats for such records, or, alternatively, provide the functionality for receipt of materials in differing electronic formats. Additionally, if part of the record is in only physical form (for example, exhibits such as blood samples or weapons), the NG-CMS should accept and track the location of that item.

In addition, the NG-CMS should be able to monitor the production of transcripts for an appeal. For appeals from the superior courts, transcripts are produced by third-party vendors using recordings made in the trial court. The NG-CMS should be able to monitor which vendor is producing a transcript, the hearings dates ordered, and the status of the transcript, and notify court personnel when the transcript is complete.

The appellate process is event driven and deadlines are important. The NG-CMS should automatically set deadlines pursuant to business rules and monitor all time deadlines for each case. The NG-CMS should have the capability to produce reports on overdue filings or overdue events. The NG-CMS should also produce reports on the history of a case and status reports on each case that detail the dates filings were received and orders were issued. The CMS should also be able to send notifications to the appropriate court personnel either that event deadlines have been met and the matter is ready to be scheduled for consideration or that items or events are overdue. The NG-CMS will also need to confirm when a case has been sent back (remanded) to the decision-making body from which the appeal was taken.

During the appellate process, motions are often filed that require action by the Court. The NG-CMS should provide a system for tracking the filing and disposition of motions. The NG-CMS should be able to notify the appropriate Justice and other approved users (law clerks or staff attorneys) assigned to a particular case of when a pending motion is awaiting attention by the Court.

Appeals to the Supreme Court are designated for either full-Court review or expedited review by a three-justice panel. The NG-CMS should be able to manage the screening and tracking process and produce calendars for both types of cases. The system should also track whether there will be oral argument, and have the capability to associate a recording of the oral argument with the case record.

The system should be able to check for and manage disqualifications of Supreme Court justices and substitutes for them. Before an appeal is assigned to a particular Supreme Court justice, the system should automatically check for conflicts that may require recusal and provide notification of that recusal condition. Recusal conditions should be configurable within the system so that the information is always current. For instance, a particular justice may always need to recuse in cases where a particular lawyer is involved. The system should be able to automatically note that justice's recusal on any case in which



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that lawyer is appearing. The NG-CMS should also be able to automatically query incoming appeals to determine whether any of the justices have had prior involvement with the case at the trial court level, which would require recusal.

The NG-CMS will need to provide a portal for the public to access materials filed in conjunction with appeals. The portal will need to withhold materials that are deemed confidential or otherwise exempt from public disclosure. When appropriate, the system should allow an alias to be assigned to a case for the purpose of public dissemination, such as abuse and neglect cases involving juveniles.

The NG-CMS must be able to track and create reports on the opinion drafting process. Cases heard by the full Court are assigned to one justice, who creates a draft decision, which is then circulated to the other justices. The NG-CMS should be able to track when an opinion circulates, the make-up of the panel (if there are substitutes due to recusals), and the dates of responses. The system should notify each justice if a draft opinion or other document requires the justice's vote. The NG-CMS should also have the ability to track multiple responses at a time, and not solely one version of the opinion.

The data-acquisition and reporting capabilities of the appellate aspect of the NG-CMS system will require a high-level encryption scheme that will allow only justices, their administrative assistants, their law clerks, and staff attorneys to have access to internal decision making information. Encrypted items would include: justice assignment, the content of drafts, comments, votes, anticipated drafts, and any communication regarding votes or drafts. No other person—including system administrators or developers—may have access to this information; this data should be available to only the justices, their administrative assistants, their law clerks, and Supreme Court staff attorneys. The approved users should be able to access the documents and recommended resolution, indicate a vote, leave comments, and automatically communicate that information to others assigned to the same case. Information regarding the status of a pending matter (e.g., due dates, scheduling, issuance of orders or decisions) is not subject to the encryption requirement.

In sum, the appellate aspect of the NG-CMS should reduce bottlenecks and improve workflow by clearly organizing all materials associated with a case, alerting parties to deadlines and missing information, and streamlining the decision-making process for cases.

### **8. Non-Functional**

The VT Judiciary is seeking to implement the NG-CMS and it will include a state-of-the-art web portal services for professional e-filers, self-represented (*pro se*) litigants (SRL), and limited public search capabilities. Not only is the VT Judiciary looking for a modern, web-based, fully integrated NG-CMS that addresses all court business processes statewide, but also one that incorporates state-of-the-art non-functional capabilities that directly support the business and financial functions related to the VT Judiciary's business processes.

For purposes of this RFP, the Vermont Judiciary defines “non-functional system capabilities” to include the following areas:

- [Accessibility/Usability](#)
- [Application Architecture](#)





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- [Configuration/Maintenance](#)
- [Data Exchange](#)
- [Data Conversion and Migration](#)
- [Data Retention/Archive](#)
- [Document Management](#)
- [Performance and Reliability](#)
- [Security](#)
- [System Administration](#)
- [Technical Architecture/Database/Client Platform](#)

These non-functional areas align with the non-functional areas as provided in the Requirements Matrix, specifically within the “Non-functional” tab.

This Executive Summary is intended to provide Bidders with the Vermont Judiciary’s vision regarding how these non-functional capabilities, combined with the functional capabilities of a NG-CMS, will support the business needs of the VT Judiciary.

All proposed NG-CMS solutions must include the minimum non-functional elements as defined in the RFP.

The “non-functional system capabilities” areas are listed below, with a brief summary of the VT Judiciary’s vision for each.

### **Accessibility/ Usability**

The Vermont Judiciary is seeking a state-of-the-art NG-CMS that conforms to contemporary accessibility and usability standards and conventions. As described in the RFP, the proposed NG-CMS must be web-based and should support WC3 requirements: <https://www.w3.org/standards/webdesign/accessibility>.

At a minimum, the NG-CMS should allow the user to increase or decrease the font on every screen.

The Vermont Judiciary expects that the public-facing components of the proposed NG-CMS are accessible via multiple web-connected device types, including, but not limited to, personal computers (MACs, PCs), tablet devices, and mobile devices (e.g., smart phones).

### **Application Architecture**

The NG-CMS sought by the Vermont Judiciary must be web-based, enabling access to the system using one or more standard browsers such as Mozilla Firefox, Google Chrome, Apple Safari, Microsoft Internet Explorer, and other industry standard browsers. The ideal system will not require the VT Judiciary to install special software on each device that will connect to the system.

The Vermont Judiciary currently manages a VMWare ESX virtual private cloud, known as JUDCloud, hosted by the Department of Information and Innovation, the central IT provider for the Executive Branch of the State of Vermont. The primary data center is in Montpelier, VT.



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While the VT Judiciary possesses the infrastructure to internally host the NG-CMS, it would welcome both a traditional self-hosted model, as well as alternative deployment strategies such as SaaS and IaaS. One differentiating focus for the VT Judiciary is that, while integration between financials and case data is critical for project success and future operational maturity, the VT Judiciary seeks a method that does not require that its own managed networks and systems be Purchasing Card Industry (PCI) compliant. Additionally, a mixed approach of some internally hosted and some vendor-hosted systems is also acceptable in order to meet service-level agreements and other risk management strategies. Therefore, a likely component for vendor-hosted or SaaS architecture is the portal and/or e-filing solution.

The portal and/or e-filing system should be completely web-based, without the need for any software installation. This component of the NG-CMS solution should also be as near to platform-agnostic as possible and support both Windows and MacOS at a minimum, and strive to support mobile platforms for a seamless end-user experience. The VT Judiciary envisions the e-filing or portal service to be the primary component of a public-facing eCourts service, and will seamlessly interface with the proposed NG-CMS for e-filing of cases. Beyond the e-filing itself, the portals or e-filing systems should leverage or integrate with other VT Judiciary web-presence tools, such as the website, to create what it considers to be the “largest door to the greatest courthouse in Vermont.” Thus, other eCourts services to be provided as part of the public-facing portal include, but are not limited to, online payments and appropriate document and court calendar searches, along with discovery submittal/retrieval, court notices and notifications, and other tools for filers to manage their case filings.

As part of the contract that results from this RFP, the VT Judiciary expects to acquire *all* licenses for “modules” and capabilities required to satisfy the functions described in the RFP. This includes licenses for all applications associated with the Bidder’s NG-CMS product suite for activities both inside and outside the courtroom that improve, enhance, or expedite business and case processing for judges, clerks, attorneys, state agencies, and the public. Additionally, the VT Judiciary may acquire some functionality for which it decides to defer implementation for an indeterminate period of time. To that end, the proposed NG-CMS should be architected such that functionality may be activated or deactivated at the discretion of the VT Judiciary (and in collaboration with the Bidder).

Although the VT Judiciary is seeking an NG-CMS that satisfies the majority of the requirements through configuration of a commercially available COTS or platform solution, it understands that some customization may be required to satisfy all requirements. The NG-CMS must be architected to enable any customizations to be incorporated into the “core” product, and supported by the Bidder through an agreed-upon Maintenance and Support agreement. These custom functions should not be adversely affected by the implementation of new NG-CMS versions, releases, or maintenance “patches.” At no time during future product releases shall the Bidder “phase-out” or end support for any of the VT Judiciary’s customizations without expressed permission, in writing, from an authorized VT Judiciary source.

### **Configuration/ Maintenance**

The VT Judiciary expects the proposed NG-CMS to support current and future requirements through the configuration of the system, requiring little or no system customization. The VT Judiciary expects the Bidder’s team to perform most or all configuration activities during the implementation period for the NG-CMS, after which the VT Judiciary expects to assume these responsibilities. To do so, the Provider must



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perform knowledge transfer activities and ensure that the VT Judiciary staff is prepared to conduct further configuration tasks without support from the Provider's team.

The VT Judiciary considers configuration to include, but not be limited to, the following tasks being executed by non-programming resources via a NG-CMS user interface:

- Maintenance of role-based security
- Configuration of the VT Judiciary's sentencing
- Support of VT Judiciary-specific work flows
- Maintenance of screens and views
- Maintenance of fields on screens
  - Maintaining field values such as statute codes or agency lists, etc.
  - Adding/removing fields
  - Making fields required or optional
  - Including user-defined fields
  - Defining cross-field edits (e.g. Field A must have a specific value or characteristic dependent on the value of Field B)
- Updating business rules to support new VT Judiciary rules and state statutes
- Maintenance of branding artifacts (e.g., VT Judiciary logo on screens and reports; headers and footers on reports)

### Data Exchange

This data exchange system will be used by both internal and external justice partners to electronically exchange information in near real-time and in a common format. With the development and implementation of the proposed NG-CMS, the Vermont Judiciary expects to replace data exchanges that currently exist with other agencies and stakeholders, as well as develop additional data exchanges as needs arise. There are currently 10 existing data exchanges between the VT Judiciary CMS and our external partners. These are described in more detail in Attachment G, and are within the scope of this RFP to be replaced (warrants, criminal history, protection orders, child support, bail, etc.). Minor enhancements to these existing data exchanges may be required. Additionally, there are new data exchanges that must be developed and are within the scope of this RFP, which are also described in more detail in Attachment G (e.g., eTickets with Law Enforcement, State's Attorneys, Defender General, and Juvenile/Criminal Case Initiation/disposition). Additionally, the system should be configurable to ensure that in the future new data exchanges can be easily built and implemented.

For all data exchanges categorized as "current" or "in-scope," the VT Judiciary requires that the Bidder's team will design, develop, test, and implement their work product. The Bidder is required to collaborate with the VT Judiciary Project Team and external stakeholders to complete all tasks associated with these data exchanges. However, via the transfer of knowledge from the Bidder's programming resources to the VT Judiciary, the VT Judiciary anticipates that future data exchange projects can be accomplished primarily utilizing our own resources.

The VT Judiciary expects that development of the data exchanges will be supported largely by a user interface, Application Program Interfaces (APIs), Web Services, secure FTP (SFTP), and other standard



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models and protocols. The VT Judiciary's expectation is that the "integration backbone" provides for a variety of services to support the exchange of data between the NG-CMS and external systems, using a common method and format.

Characteristics of an "integration backbone" should include, but not be limited to, the following:

- NIEM (National Information Exchange Model) Conformant
- Follows OASIS (Organization for the Advancement of Structured Information Standards) Electronic Court Filing (ECF) specification 4.0 or higher
- Defines and creates information exchange process descriptions (IEPDs)
- Seamlessly integrates with the NG-CMS search toolset
- Includes templates for different data exchanges and events, based on the type of information being exchanged
- Supports the triggering of data exchanges based on time or events
- Guarantees message and data delivery; provides notification services to include message statuses
- Supports security and auditing of the data exchanges
- Supports the exchange of objects (e.g., images, documents) as well as data

As described in the RFP, all data exchanges should be compliant with industry standards that support the exchange of court data elements. This includes support for the National Information Exchange Model (NIEM) 2.0 or later, and Electronic Court Filing (ECF) 4.0 or later.

### **Data Conversion and Migration**

The quality of much of the data in the VT Judiciary's legacy systems is suspect; however, the VT Judiciary intends to migrate all of the data maintained in its current systems. The data quality question may differentiate the destination of the legacy data, but not necessarily the choice to migrate. The intent is that all legacy systems at the VT Judiciary that contain case or financial data will be retired (i.e., shutdown and no longer used for input or reference) as a result of the NG-CMS project completion. This will require that all pertinent data for either historical reference purposes or active case management, including accounts receivable information and other financials, be migrated out of the legacy systems and into either the NG-CMS or some other data management or archiving tool. In any scenario, the case information must be readily and easily retrievable by the VT Judiciary through a standard user interface that does not require the efforts of data managers or Research and Information Services. In other words, a standard court user should be able to retrieve the migrated case and financial data and related information. This scope may or may not include all of the data associated with a case, but would include information to support an historical profile, payment history, and amounts still owed to the VT Judiciary, while simply flat archiving the remainder. The specific legacy systems from which data will be migrated are described in the RFP. Given the number of systems and databases, and the limited information regarding the data itself, it is not the intent of the VT Judiciary that the Bidder's propose a fixed cost migration plan. Instead, as part of the RFP response, the Bidder's should propose a fixed cost for the analysis of the legacy systems, data, and other artifacts. The result of that analysis should be a Data Analysis Report. That report should include, but not be limited to, a fixed price for migration and conversion, along with an impact analysis denoting the pros and cons of the proposed method, a



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technical architecture of the proposed solution, a data map of the legacy data and the migration path and destination (cross-walk), and a detailed description of the end result and user experience, including sample screens containing existing VT Judiciary data.

Although little documentation exists regarding the specific data elements that comprise the legacy databases, the VT Judiciary has staff on hand that is familiar with these systems. Development of scripts and the associated data conversion and migration implementation will be accomplished via a subsequent change request or amendment.

This analysis will include, but is not limited to the following activities and deliverables:

Activity	Deliverables	Responsible Party	Supporting Party
Analyze the existing legacy data for all systems from which data must be migrated into the proposed NG-CMS	<b>A Data Analysis Report</b> that: <ul style="list-style-type: none"> <li>• Describes the current state of the data</li> <li>• Identifies duplicate data</li> <li>• Provides recommendations for data cleansing</li> </ul>	Provider	VT Judiciary
Compare the existing legacy data to the data dictionary of the proposed NG-CMS	<b>A Data Migration Report</b> that: <ul style="list-style-type: none"> <li>• Includes a cross-walk of legacy data elements with proposed NG-CMS data elements</li> <li>• Provides recommendations regarding data to be migrated to NG-CMS versus data to be archived in another method.</li> <li>• Includes recommendations for how to preserve and make accessible data not migrated into NG-CMS</li> </ul>	Provider	VT Judiciary
Develop a data migration strategy and schedule	<b>A Data Migration Plan</b> that: <ul style="list-style-type: none"> <li>• Includes a cost estimate for the migration of agreed-upon legacy data to the proposed NG-CMS and/or other systems.</li> <li>• Identifies a detailed set of steps required to migrate the data, including development of automated procedures, recommended manual procedures and all ETL activities</li> <li>• Identifies resources (Provider and VT Judiciary) required to migrate the data</li> <li>• Includes a data migration schedule</li> </ul>	Provider	VT Judiciary



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Based on the results of the above analysis and deliverables, the VT Judiciary will determine which data to migrate and to what system, along with the associated data cleansing process to be used (including the resources to conduct this activity). At that time, the VT Judiciary may execute an amendment to authorize the Provider to complete the data migration activities. Alternatively, the VT Judiciary reserves the right to engage a third-party provider to conduct some or all of the data migration activities.

### Data Retention/ Archive

The VT Judiciary envisions complying with the State of Vermont Records Management statutes, policies, and guidelines. These can be found on the State of Vermont website here:

<https://www.sec.state.vt.us/archives-records/state-records-center.aspx>

<https://www.sec.state.vt.us/archives-records/records-management/records-retention.aspx>

[https://www.vermontjudiciary.org/ng-cms/Other%20NGCMS%20Documents/EnvironmentalCourt\\_RecordsSchedule.pdf](https://www.vermontjudiciary.org/ng-cms/Other%20NGCMS%20Documents/EnvironmentalCourt_RecordsSchedule.pdf)

<https://www.vermontjudiciary.org/ng-cms/Other%20NGCMS%20Documents/Financial%20Records%20Schedule.pdf>

<https://www.sec.state.vt.us/archives-records/records-management/records-retention/disposition-orders.aspx>

Additionally, the VT Judiciary envisions keeping records available for public access for a limited time but retaining those documents for a longer period of time within the archives. If storage is available, the VT Judiciary may want to keep records for an extended period of time for research purposes. Destruction policies need to be written to cover both data and documents; many times the deletion of a document will not delete all of the data related to it. The VT Judiciary may consider a “soft delete” of records by keeping the data but breaking the searching link to the information. This does not save on storage but is one way to deal with data archiving.

Text documents must be saved in stable formats. The universally accepted standard file format for archiving purposes is PDF/A. Adobe, the creator and publisher of the PDF file format, continues to update their software and add functionality. In 2005, the International Organization for Standardization (ISO) approved PDF/A as ISO Standard 19005-1:2005 for archiving purposes; therefore, this is the format that the VT Judiciary desires. The VT Judiciary plans to use PDF/A consistent with usage guidance for the federal government, please reference:

<http://courtechbulletin.blogspot.com/2014/02/pdf-archival-format-guidance-issued.html> and  
<http://courtechbulletin.blogspot.com/2012/07/flavors-of-pdf.html>

Additionally, the VT Judiciary will strive to be consistent with the PDF/ A rules as established by the US Federal Courts for electronic archives for use in their PACER system, please reference: <http://www.pacer.gov/announcements/general/pdfa.html>

For further guidance on acceptable archiving file formats, please see the set by the National Archives (<http://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). The ISO standards for records management can be found here:





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[http://www.iso.org/iso/home/store/catalogue\\_ics/catalogue\\_detail\\_ics.htm?csnumber=62542](http://www.iso.org/iso/home/store/catalogue_ics/catalogue_detail_ics.htm?csnumber=62542).

The VT Judiciary expects that the Bidder's data retention plan will include the management of data including records chain of custody, data transfer, and interoperability; and will work with the VT Judiciary in structuring a long-term strategy for data storage.

### Document Management

The VT Judiciary currently has a limited deployment for electronic document management (DMS). The Judicial Bureau (JB) utilizes the 1mage Linux-based DMS for scanning and retention of all Vermont Civil Violation Complaints (VCVC). The VCVC's are mostly traffic offenses, but include other offenses as well, and nearly 85,000 per year are filed with JB, all of which are scanned into the DMS. The VT Judiciary desires that the proposed NG-CMS include comprehensive, fully integrated document management capabilities that support the management of all documents stored therein. The DMS should be used to manage document versions, and should provide for document authentication, integrity and non-repudiation. It is also the intent of the VT Judiciary to migrate all of the existing documents within the 1mage system into the NG-CMS.

The document management capabilities should include the ability to search for all documents, including metadata stored from Optical Character Recognition (OCR) scans. Relevant documents of all types should automatically be saved by the DMS to the PDF/A format before being archived. The documents must be secure, providing appropriate access to documents and metadata based on authorized access only (see a description of the "Security" non-functional process below). Security audits should capture access attempts for all document types, and report on the ID, date, time, and document for the attempt, regardless of whether the security definitions approved access or not.

The document management functionality should include a robust, configurable workflow capability, enabling documents to have multiple statuses or "tags," and routing of documents for review, signature, or other actions. It should seamlessly integrate with electronic signature devices and other forms of electronic signature and verification.

The document management should also include redaction and "watermark" capabilities, and include the ability to support images, video files, audio files, and other file types.

### Performance and Reliability

The VT Judiciary envisions the NG-CMS to be comprised of two primary layers:

1. Externally Facing Tools (e-filing, Portals, etc.) for users outside the VT Judiciary
2. NG-CMS, with integrated document management capabilities and financials

These components will be accessed by three primary stakeholder groups:

1. Persons with direct access to the NG-CMS within the VT Judiciary network environment (i.e., behind the VT Judiciary's network firewall)
2. Persons with access to publically available data via a public web portal, with the primary service being supported by the e-filing and related services





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### 3. Systems exchanging data via secure data exchanges with the NG-CMS

While the primary data center services for the VT Judiciary are hosted by the State of Vermont's Department of Information and Innovation at its data center in Montpelier, VT, the VT Judiciary is open to alternative hosting options for some or all of the components of the NG-CMS complete solution. These alternatives could include IaaS, SaaS, services integrations, or a combination thereof.

The e-filing and related service must be accessed via a web browser, and is expected to meet a target uptime of 99.95%, seven days per week. The Bidder will be expected to provide reports that demonstrate the e-filing and portals uptime. An acceptable response time for common transactions must be supported by this service as well, supporting the needs of its users, and there should be no single point of failure that would increase downtime below this threshold.

Access to the NG-CMS will be accommodated from within the State of Vermont network or via a secure connection. The NG-CMS architecture and database should not inhibit transaction speeds; users of this system should experience the same or better transaction time as users of other contemporary enterprise-level systems in use within the State of Vermont. And the NG-CMS should operate in a "no-lock" database methodology.

Reports executed within either of these components must not degrade the transactional services experienced by end users. Although the VT Judiciary will not be prescriptive regarding an approach to operational reporting, there is a strong preference towards the use of a reporting layer or replicated database model to support operational reporting; directing all report requests away from the transactional production database. After the successful bidder's reports assessment deliverable, at the conclusion of the Gap Analysis Phase, the VT Judiciary may continue to utilize or develop a new data warehouse for statistical and analytical reporting purposes.

### **Security**

As steward of judicial data for the State of Vermont, the VT Judiciary is focused on maintaining data security and the integrity of the NG-CMS. The VT Judiciary requires that the NG-CMS resulting from this RFP will provide enhanced ability to implement multiple security levels that support Federal, State and nationally recognized (e.g., NCSC) or required security standards and guidelines.

There will be three primary methods of accessing judicial data, they include:

1. Direct access by authorized users to NG-CMS data within the VT Judiciary network environment (i.e., behind the VT Judiciary firewall)
2. Access to publically available data via a public web portal
3. Access and updates to data via secure data exchanges with other agencies and systems

**Access** – For those gaining direct access to the data from within the VT Judiciary network, the NG-CMS should be accessible via pass-through authentication from the VT Judiciary's MS Active Directory. Access to specific functions, screens, reports, and data must be controlled within the NG-CMS, using a role-based security model that is easily configurable by authorized VT Judiciary staff. Authorized users of the NG-CMS should not be required to log into the NG-CMS multiple times, based on the functions that



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they are attempting to use. (Note: It is the VT Judiciary's requirement that the Bidder perform the initial security configuration activities during the implementation period, and that the VT Judiciary would assume responsibility for these activities sometime after go-live.)

For those providing or accessing data via a public-facing portal (e.g., e-filing, viewing court calendars, making payments) the portal must provide the appropriate level of security based on the user's role and the type of data being accessed or transferred. The portal must also include appropriate security functions to prevent the altering or modification of existing VT Judiciary records by non-VT Judiciary users.

*Financial Transactions* – The Bidder must ensure that all financial transactions that are initiated through the public-facing portal comply with Payment Card Industry Data Security Standard (PCI DSS) standards. However, it is the intent of the VT Judiciary to avoid absorbing PCI liability within the Branch and therefore the NG-CMS solution should not require the VT Judiciary or any of its internally supported systems to be PCI compliant.

The VT Judiciary therefore requires that no Payment Card information will reside on the VT Judiciary systems. The data exchanges that will enable the transfer of data between the VT Judiciary and other agencies and stakeholders must be secured using industry standard protocols. In all three of the access methods described above, the data must be secure (encrypted) in transit. Additionally, the VT Judiciary desires the flexibility to encrypt all, some, or none of the data at rest.

*Electronic Signatures* – The VT Judiciary may be employing a combination of Electronic Signature and Digital Signature technologies to support a range of document authorization capabilities, based on the signer's role, along with document type and source. If the VT Judiciary determines that digital signatures are appropriate under certain circumstances, then the NG-CMS is expected to support nationally recognized standards. The document signature methodology should be able to provide for document authentication, integrity and non-repudiation. If digital signatures are required, the strategy for ensuring security of the private key will be paramount and must be described.

*Auditing* – To ensure that the NG-CMS is providing sufficient security, the solution should support standard journaling and auditing capabilities so that authorized VT Judiciary staff may reactively identify gaps or areas of improvement, as well as immediately flag and alert the VT Judiciary staff to unauthorized attempts at penetrating the data within the NG-CMS. The NG-CMS should provide the VT Judiciary staff with the ability to configure automated security scans, along with regularly scheduled security testing.

*Physical & Application Security* – The NG-CMS security measures should include:

- **Physical and/or remote access to the CMS**
  - Hardened Data Center → The NG-CMS hosting, either by the Provider or the VT Judiciary, should support the use of servers that will be locked in cages, behind a limited access data center door, which is located in a secure facility. (The data center will also include fire suppression, redundant power, UPC, HVAC, etc.)



# Vermont Judiciary

## Next Generation Case Management System

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- Secure Network Perimeter → The VT Judiciary will leverage the State's Wide Area Network (GovNet) → Getting through the VT Judiciary's current network firewall remotely requires a best practice two factor authentication which requires:
  1. RSA SecureID (RSA) token → using designated PIN#, generates a unique passcode number for each session
  2. An Active Directory Password
- The firewall between the NG-CMS Application and Database → The CMS Application should be logically separated from the NG-CMS database server through a dedicated firewall located between the NG-CMS application server and the database (ensures all access to the database must go through the NG-CMS' application layer security model). The VT Judiciary will seek to collaborate with the Provider to gain guidance in provisioning this security model.
- **NG-CMS Application Layer Security Model (access once inside the NG-CMS)**
  - Once a user gains access to the NG-CMS login, the VT Judiciary expects to be employing a robust, tiered-level access protocol that will screen out users based upon their permitted access levels, specifically:
    - User name and login password must be entered (the VT Judiciary welcomes Bidder experience in employing multi-factor authentication)
    - The application will enforce user role(s) associated with each authorized user which limits read and edit privileges to specific NG-CMS functions, data fields, and files (e.g., case initiation, bail receipting, record editing, etc.)
    - The NG-CMS will be required to have many user roles, which enable a high degree of granularity to assigning privileges
    - Full auditing of changed records (who, what, when, where)
    - The application will be required to encrypt data in motion and at rest, if needed (as it is transported through the WAN and as it is stored in the Database)

### **Business Continuity/Disaster Recovery**

The system shall support the ability for the VT Judiciary to configure the system to access information during small and large-scale or long-term outages (duration of downtime will vary depending on seriousness of outage.). The Provider will be required to provide business continuity (a.k.a. Continuity of Operations Plan – COOP) and disaster recovery for any part of the system hosted by the Provider or its partners, and provide guidance for configuration of BC/DR methods for VT Judiciary–hosted components. Supporting element should included, but may not be limited to:

- Redundant hardware with servers on standby, waiting for the primary to fail (servers co-located at Production Data Center site)
- Establish secondary, standby data center
- Replicate data in near real time or agreed to intervals to secondary, standby site



# Vermont Judiciary

## Next Generation Case Management System

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- Near real time or agreed to backup intervals of all data at each site (Production and Standby site)
- Protect Backups/server/hardware/clients from electromagnetic pulse (EMP) in Faraday containers (offline)
- Potential use of a cloud service for data backup
- Scheduled tests of BC/DR plan

### **Portal Security**

The security of the public facing portal and the integrity of the associated data is a critical requirement. In order to ensure that the highest security standards are achieved and maintained, the Bidder should employ industry standards to protect the portal data. The Bidder should have a detailed security plan which describes the strategy for ensuring system compliance with standards, meeting future standards, and detailed response plans in the event the system is compromised. Additionally, the solution should allow for automated application penetration testing and server security scanning.

**Important Note:** The Bidder must understand that it in no way owns the documents or data sent to it on the potentially Bidder-hosted systems. Additionally, the Bidder may not share or expose any of the VT Judiciary's data with any other entity without expressed written permission from the VT Judiciary.

### **System Administration**

The VT Judiciary expects to assume responsibility for the configuration and administration of NG-CMS functions after full deployment of the NG-CMS has been completed. Transition to this responsibility is envisioned to be a gradual one, to be conducted during the deployment period, enabling VT Judiciary personnel to assume gradual responsibility for these administrative functions, after extensive administration training provided by the bidder.

The VT Judiciary envisions that a combination of technical and non-technical personnel may be used to conduct the system administration functions for the NG-CMS. Because of this, these functions should be easily accessible via a common, easy-to-use interface. These personnel will be enrolled as authorized users, enabling them to perform system administration functions to which the general user community would not have access. Requests that require system administrators to alter the configuration of the system may be initiated in multiple ways, including, but not limited to:

- Call or email to the RIS help desk
- Communications from the VT Judiciary Human Resources team regarding new or terminated employees
- Changes to equipment, initiated by RIS (e.g., swapping out printers)
- NG-CMS patches or releases that require system administration intervention

The system administration function may require manual intervention or enable automated features to support the administration of the system. Automated features should include the system's ability to include configurable batch and real-time processes that are triggered based on configurable events. An example of this may be a configurable inactivity time period, after which an NG-CMS user is



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## Next Generation Case Management System

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automatically logged off the system. Other automated capabilities may include the ability to schedule month-end process batch jobs for updates or report generation.

The system should provide system administrators with the ability to determine which users are logged into the system at any given time and force the logoff of a user. The VT Judiciary desires automated help desk tools that are an integrated component of the NG-CMS, enabling the population of the RIS help desk tracking system with trouble ticket information through an automated feed if an unrecoverable error occurs during a user session. The system administrators should also be able to conduct all configuration described in the System Configuration section above through an intuitive user interface.

### Technical/Database/Network Architecture and Client Platform

This section includes three subsections to describe the VT Judiciary's vision regarding the architecture of a NG-CMS. Many of the architectural features of an NG-CMS will be unique to the proposed solution; the VT Judiciary does not intend to be prescriptive regarding them. In the subsections below, the VT Judiciary is providing general tenets that should be considered in any NG-CMS. Additionally, please reference the Court Technology Framework (CTF), provided by NCSC and the Conference of State Court Administrators' Joint Technology Committee (<http://cdm16501.contentdm.oclc.org/cdm/ref/collection/tech/id/721>). Please note that NCSC standards should only be considered as a guideline reference only, as they do not explicitly represent the Court Technology Framework for the VT Judiciary.

- **Technical Architecture**

The VT Judiciary seeks to acquire a comprehensive, end-to-end, Next Generation Case Management System. This system may be hosted by the Vermont Judiciary, by the Provider, by the Provider's partners, or a combination thereof. However, the focus of the system should have seamless integration and the technical architecture should foster and strengthen that integration so that no case activity should have to occur on paper from the point of filing to eventual archival. The VT Judiciary is a statewide court system with complete jurisdiction over all adjudication procedures in the State of Vermont. That includes multiple courts at varying levels and in varying geographies across the State; therefore, the proposed NG-CMS must support a statewide multi-court model in a single implementation. The VT Judiciary employs a virtualized environment within its data center to maximize efficiency, redundancy, and manageability of the systems and applications. The NG-CMS must support a virtualized server environment, including load balancing among the virtualized servers. The VT Judiciary requests that the Bidder propose NG-CMS installation and physical configuration methods to maximize efficiency. The NG-CMS should also be architected to take advantage of the virtual data storage methods and cloud-based backup and archiving. To ensure the solution is sized adequately for total users and expected concurrent users, and to avoid paying for more licenses than necessary, the VT Judiciary expects to conduct an analysis with the successful Bidder to determine the appropriate number of total and concurrent users required of the system.

- **Database Architecture**

The VT Judiciary requires that the proposed solution operate on an Oracle database or Microsoft SQL database, with an operational preference toward Microsoft SQL.



## Vermont Judiciary Next Generation Case Management System

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The database architecture should support seamless failover from the production site to the secondary site within an agreed-upon time from a significant interruption occurring at the production site.

The VT Judiciary requires a NG-CMS that can be either or both “person/participant-centric (i.e., entity-centric)” and “case-centric.” The reason for this distinction is that appellate cases, regardless of origin, are often case-centric and must remain so in the interest of justice. Business rules should be maintained through a user-interface and should not require custom programming to alter or configure them.

In an effort to be future-facing, the VT Judiciary desires that the NG-CMS solution contain not only APIs and/or other data integration services, but that some variety of data-brokerage system be part of the technology stack of the NG-CMS to support not simply the transfer of data but the transformation of said data into necessary formats and masks.

As described in the “Performance and Reliability” section above, the VT Judiciary prefers that a data layer or replicated database model be used to support operational reporting, directing all report requests away from the transactional production database. After the successful bidder’s reports assessment deliverable, at the conclusion of the Gap Analysis Phase, the VT Judiciary may continue to utilize or develop a new data warehouse for statistical and analytical reporting purposes.





# Vermont Judiciary

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- **Network Architecture**

The VT Judiciary does not entirely manage its own network infrastructure, but instead leverages the robust network provided by the Executive Branch's Department of Information and Innovation. The network environment is a statewide wide area network that includes fiber and Ethernet-over-Copper (EoC). The NG-CMS application should function within the physical constraints of the State of Vermont network environment and support VPN and/or other secure connections via the Internet.

The VT Judiciary expects that the NG-CMS will operate on 64-bit hardware, and will support future technologies as they become available. The support of these technologies should be provided to the VT Judiciary at no additional fee to the agreed-upon annual maintenance and support fee.

The NG-CMS should support local scanners—enterprise, desktop, and handheld—as well as network printers for documents, barcodes, and labels, enabling a default scanner or printer (which would be stored in a user profile until changed) to be identified by user or group. The NG-CMS should also have the capability to configure specialized printers for specific job roles (receipts printers, docket printing, bail check printer, envelopes and mailings, etc.).

### 9. Vermont eCourts

The goal of the VT Judiciary is to become a paper-on-demand and fully electronic record operation. In order to achieve this goal, all stakeholders and members of the public will submit all filing documents electronically to the courts. The expectation is that the system will provide operational efficiencies for court customers, Judges, and staff through the near elimination of paper filings, and improve the ease and range of access to court records and services by users. Although the goal is to be paperless, the system will provide the user with paper on demand as necessary. The CMS will have the capacity to prompt the pulling of relevant information in, and pushing information out to other users.

The VT Judiciary envisions a single “umbrella” portal for public users to access all of the VT Judiciary e-Court Services. The online experience will be intuitive, promote self-service and provide users with the ability to access specialized portals for the e-Filing of documents and for e-Access to their case information. The portal launches the “front door” to the VT Judiciary allowing access to the courthouse electronically from anywhere, anytime, 24/7, including from mobile devices (e.g., tablets, smartphones). Judicial Branch personnel will have secure access to the CMS by other means.

Public Access to Court Records: The relevant legal authority to Public Access for Court Records includes: Public Records Act, 1 VSA §315-§320 (The Act), Rules for Public Access to Court Records (VRPACR), Rules Governing Dissemination of Electronic Case Records (VRDECR), and Vermont Rules for Electronic Filing (VREF). The Vermont Access to Public Records Act (The Act) states that any person may inspect or copy any public record of a public agency. In its statement of policy, The Act states that the guidelines are to provide for free and open examination of records consistent with Chapter I, Article 6 of the Vermont Constitution. However, there are approximately forty record exemptions from public inspection, and thirty-six exceptions to case records. The exceptions to public access are broken out in table format for easy viewing below.





# Vermont Judiciary

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### All Dockets

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
31, 32	transcripts, notes, evidence, recordings in any proceeding that public does not have access to			
29	SSNs	non-court generated forms	federal law (Fed Rules of Civil Procedure 5.2); VRCP5 <u>VRCrP 4(c)</u> ; VRPP5 VRDECR 3(b)	Redaction required from court records; papers filed containing numbers not requested by the court should be redacted by the <b>filer</b> . Staff has responsibility to review and notify filer per VREF 4 (e) and 5(e) and VRDECR 3(b), 3(c)3.
9*	Records in connection with discovery	if (1) used at trial or (2) in connection with a request for action by court		includes depositions
11*	Supplemental financial information re: IFP or assignment of counsel	Affidavit is Public		This does NOT mean the application, which is NOT confidential.
12*	Judicial Work Product			Includes notes, memos research, drafts prepared by judge or staff for judge
13	Federal, State, and Local Tax Returns	If entered into evidence, they are accessible	32 VSA §3102 1 VSA §317(c)6	Court may order the document sealed by motion VRCP 26(c). VRPACR 7(a): "Except as provided in this section, the presiding judge by order may ... seal from public access a record to which the public otherwise has access or may redact information from a record to which the public has access."
17*	Records created as a result of treatment, diagnosis or exam by			Physician, dentist, nurse, or mental health professional.



# Vermont Judiciary

## Next Generation Case Management System

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### Criminal Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
24*	Entire Case File	UNTIL PROBABLE CAUSE FOUND Defendant's attorney, IF filed a notice of appearance	Rule 4(b) or 5(c) VRCrP	If Probable Cause not found, case is never opened.
28	Entire case file involving participants of adult diversion which has been sealed		see 3 VSA § 164(e), (g)	Respond as if the case never existed.
6	Pre-Plea presentence reports, presentence investigation reports, and supplemental reports	Court may order that or others may inspect if best interests served	28 VSA §204 VRCrP 32c	
17, 36	Psychiatric evaluations, psycho-sexual evaluations, and supplemental evaluations		28 VSA §204 VRCrP 32c	
18*	Reports prepared by DOC in conjunction with admission to a furlough program if a summary is attached to the report	Access to a short summary of the contents of the report and the recommendation. If there is no summary-THE ENTIRE REPORT IS ACCESSIBLE.		
17, 36	Court proceedings and test results related to testing for infectious diseases	Disclosed only to offender and victim	13 VSA §3256(j)	Must be sealed. AIDS, HIV, and other sexually transmitted diseases.



# Vermont Judiciary

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15*	Records of the issuance of a search warrant until the date of the return of the warrant.	Unless sealed by Court Order	VRCrP 41(b)(4) for persons	Exception is broader than current practice.
16*	Records of the denial of a search warrant.	Unless opened by the Court		

### Criminal Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
19*	Evaluation by a mental health prof. to determine competency to stand trial, or sanity	Unless admitted into evidence		Continues current practice.
36	Records compiled for the sex offender registry	Under certain circumstances – specific info can be released	13 VSA §5402/5403 13 VSA 5411	Information compiled is sent to DPS, where it “may be disclosed for any purpose permitted under the laws of this state...” Also see 13 VSA 5411.
10	Records containing financial info furnished in application for defender	Affidavit is public	13 VSA § 5236 d, e, f	
3	Records of a grand jury and indictments	See exceptions in Superior Court	VRCrP 6	Superior Court Grand Jury and Indictment may appear in Criminal Court.
30*	Jury Qualification Questionnaire	Public Record after redacting address and date of birth	Jury Rule 4	Supplemental Information supplied with the Qualification Questionnaire used to determine whether the individual meets mental and physical demands is not a public record.
30*	Supplemental Voir Dire Questionnaire (includes supplemental which may be sent with the qualification questionnaire and any other supplemental questionnaire used in a particular case)		VRCrP 24(a)(2)	Information provided in response to written questionnaire sent to assist the voir dire examination are a public record after the name and address are redacted; however, electronic responses are not a public record.



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30*	Other juror information	Public record after redacting address, telephone, social security number, date of birth and mileage to the courthouse of the juror or prospective juror unless record is opened by the court for good cause shown	Jury Rule 10	Any juror records mailed to attorneys or pro se litigants shall provide notice of confidentiality rules.
35	Records containing information obtained from a person during his risk assessment or needs screening		13 VSA §7554(c)	

### Family Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
All files 25	Entire file until return of service or defendant has actual notice of the action by service or otherwise/or until disposed.		VRCP 77(e) 4 VSA §652(4) Repealed (R)	This is as of July 2001.
Mental Health and Invol. Commit. Cases and Proceedings				
5	Entire Case File	Exception: Orders of Hospitalization and	see Title 18 §7103	Note: Terms or conditions of the orders that disclose confidential, clinical



# Vermont Judiciary

## Next Generation Case Management System

		Orders of Non-Hospitalization are public		information is NOT redacted.
5		Public access if court determines disclosure is necessary for conduct of proceedings or non-disclosure is contrary to public interest	see Title 18§7103	
5		Public access if judge determines disclosure may be necessary to carry out provisions of Part 8, Title 18	see Title 18 §7103	
5		Public access if consent, in writing, filed by identified individual or legal guardian of individual, or parent or legal guardian of a minor	see Title 18 §7103	

### Family Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
Guardianship Services for People with Developmental Disabilities (T. 18, Sec. 9301, et seq)	Entire Case File	Exception: The record of proceedings may be released with the consent of the respondent or the respondent's guardian. The respondent or someone authorized to act on his/her behalf, may authorize release of the evaluation without authorizing release of the entire record of proceedings.	Title 18 §9309	If the court finds that the respondent is not a person in need of guardianship, the record of proceedings must be sealed.  The evaluation cannot be disclosed without consent and cannot be used in any other proceeding 9306(c).



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Divorce/ Parentage / Annulmen t/ Child Support				
8*	Description or Analysis of DNA (parentage determination, etc.)		15 VSA §302 et seq.	
17*	Family evaluations, home studies, and forensic evaluations			Prepared by a physician, dentist, nurse, or mental health professional
	Social security number, addresses telephone number, driver's license number and name, address, and telephone number of employer filed subsequent to the entry of an order		Family Court Rule 4(g) (5)	Only in child support and parentage cases after order on a document filed with the court
33	Affidavit of income and assets in child custody and support cases			
34	Records from juvenile proceeding –filed with court or admitted into evidence in divorce or parentage proceeding.			





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Sterilization Proceedings 2	Entire case file sealed	Can be opened at request of respondent	18 VSA §8705 et seq.	<b>**I do not see any specific authority under 18 VSA 8705-just Rule 6</b>
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# Vermont Judiciary

## Next Generation Case Management System

### Family Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
Relief from Abuse 27*	Relief from Abuse Complaint and Affidavit only until defendant has had an opportunity for a hearing	Other documents in the file are not confidential	also refer to VRCP 77(e) see below	<p>If the plaintiff dismisses the complaint prior to hearing, the complaint and affidavit remain closed to the public. If the plaintiff and the defendant fail to show for hearing, judge dismisses the case. The complaint and affidavit are public because the defendant did have notice (return of service of complaint, affidavit, and temporary order) and opportunity for hearing.</p> <p>If plaintiff fails to appear for hearing, defendant does appear, and judge dismisses the case on the record, the complaint and affidavit are public because defendant did have an opportunity for hearing and the hearing was held on the record.</p>
	Relief from Abuse Temporary Order until at least one defendant has actual notice of the pendency of the action by service or otherwise, or when the action has finally been disposed		Rule 77(e)	This is a new element that seems to indicate that, if the petition is withdrawn by the plaintiff, the Denial Order will be available, but NOT the complaint or affidavit. See above.



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### Family Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
Relief from Abuse (cont.)	Plaintiff's address and telephone number (unless consent is provided) to any person, including the defendant		VRFP 9(b)	
	Defendant's address and telephone number (unless consent is provided) to any person, including the plaintiff, if filed with a motion to modify an emergency order		VRFP 9(g)(1)	

### Family/Juvenile Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
4 CHINS 34	Entire Case file		33 VSA §5536R 33 VSA §5301 33 VSA §5117(a)	
		*OCS, if child support is an issue	33 VSA §5502(b) R	*I cannot find specific language that addresses OCS



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			33 VSA §5117	
		Child, parents, legal guardian	33 VSA §5536(b)(5) (R) 33 VSA §5117	Request must be in writing; all parties receive copy of req. need approval of judge. I do not find this language about request in writing re: CHINS.
4 Delinquency 34	Entire Case File	Listed Officials/and persons who need to know	33 VSA §5536(b) R 33 VSA §5117	Need to know req approval of ct by order
		Superintendents and Headmasters	33 VSA §5536a R 33 VSA §5118	Inspect only—access to only name and act 13 VSA §5301(7) listed crimes—delinquent acts requiring notice
		Victims: name of juv	33 VSA §5536 R 33 VSA §5117	
34		Victims: Conditions of release of juv	13 VSA §5320 R 13 VSA §5305	
36	Court Proceedings and test results related to testing for infectious diseases		13 VSA § 3256(j)	Must be sealed. AIDS, HIV, and other sexually transmitted diseases.



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### Civil Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
All files 25	Entire file until return of service or defendant has actual notice of the action by service or otherwise/or until disposed		VRCP 77(e)	This is as of July 2001.
30*	Juror Qualification Questionnaire	Public record after redacting address and date of birth	Jury Rule 4	Supplemental Information supplied with the Qualification Questionnaire used to determine whether the individual meets mental and physical demands is not a public record.
30*	Supplemental Voir Dire Questionnaire (includes supplemental which may be sent with the qualification questionnaire and any other supplemental questionnaire used in a particular case)		VRCP 47(a)(2)	
30*	Other juror information	Public record after redacting address, telephone, social security number, date of birth, and mileage to the courthouse of the juror or prospective juror unless record is opened by the court for good cause shown	Jury Rule 11	Any juror records mailed to attorneys or pro se litigants shall provide notice of confidentiality rules.
3	Records of a grand jury	Transcripts	VRCP 6	State's Attorney for use in performance of duties/defense on filing of indictment



# Vermont Judiciary

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	Grand jury indictments	Indictment	VRCrP 6	SA and defense upon filing
STALKING / SEXUAL ASSAULT 27	Complaint and Affidavit	Temporary Order, until the defendant has an opportunity for a hearing		

### Probate Docket

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
1	Records filed in connection with an adoption proceeding	Unless disclosure authorized by 15A VSA §6-102	15A VSA, Chapter 6 VRPP Rule 77 (e)	
22	Records on file re: Guardianship proceedings governed by 14 VSA §3068		14 VSA §3068	If court finds that respondent is not mentally disabled.
23	Evaluation submitted by mental health professional under 14 VSA §3067 in connection with guardianship under that section	Court shall provide a copy to the respondent, respondent's attorney, petitioner, guardian upon appointment, and any other individual, including proposed guardian, determined by the court to have a strong interest in the welfare of the respondent	14 VSA §3067 VRPP Rule 77(e)	
26	Will deposited for safe-keeping and accompanying indices		14 VSA§2 VRPP Rule 77(e)	
36	Written relinquishment or		VRPP Rule	



# Vermont Judiciary

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	surrender of a minor child		77(e)	
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### Non-Docket Records\*

\*may or may not be relevant to CMS

Public Access Rule 6(b) *authority is only this rule	Document/Item	Exception	Vermont Law Citation	Additional Info
20	Records filed or created in connection with a proceeding before Judicial Conduct Board prior to filing of a formal charge		Vt. Disciplinary Control Rule 6	
21	Records filed or created in the professional responsibility program	Except as provided in Rule 12(A), (B) of Administrative Order No. 9 -Work product of the Board, hearing panel, and their counsel, as well as deliberations of the hearing panel, Board, and Court	Vt. A.O. Rule 12	-Prior to filing of formal proceedings, all confidential UNLESS waived by both OR is otherwise dispenses with for good cause by order of the Board Chair. -After filing formal charges, all records are public UNLESS there is a protective order

Vermont Rules for Public Access to Court Records (VRPACR) governs access by the public to the records of all courts and administrative offices of the judicial Branch of the State of Vermont, whether the records are kept in paper or electronic form. They provide a comprehensive policy on public access to Judicial Branch records.

Public Access on Broader Spectrum: Rules Governing Dissemination of Electronic Case Records (VRDECR) Rule 3(a) states that the public shall have access to electronic case records in individual cases from VTADS2, VCAS, or the electronic case files created by ECabinet, subject to the limitations specified in this rule, and generally subject to the Rules for Public Access to Court Records. The Court administrator will provide such access in all cases from terminals at court locations and will provide such access to civil cases from VTADS2 or VCAS through Vermont Cases Online from any remote location over the internet. However, VRDECR 3(f)(1) – Access to Documents states the public may have access





## Vermont Judiciary Next Generation Case Management System

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(a) only to electronically filed documents in the publicly accessible case files of individual cases. Further, VRDECR 3(f)(2) states that registered filers may have remote access to any reference list that they have filed in accordance with 3(c) or to the complete text of any documents that they have filed electronically. Registered filers may have access through a terminal in a court location to the nonpublic section of the electronic file of any case in which they have appeared, in accordance with the applicable rules of procedure, and have submitted a user name and password, unless otherwise ordered by the court.

VRDECR 3 begins with the broad stroke that the public must have access to electronic case records through VTADS, VCAS, or eCabinet. The rule further states the Court administrator will provide such access in all cases from terminals at court locations, but does not expressly say all court locations, and will provide access to civil cases from VTADS or VCAS through Vermont Court Cases Online, not necessarily vis-à-vis VTADS directly. When one reads Rule 3(a) in its entirety, one could infer that Rule 3(a) applies to civil cases and no other case type. The first part of Rule 3(a) mentions eCabinet, which only applies to civil cases as those are the only types of cases, besides Environmental cases which are in essence a type of civil case, that are electronically filed. The second part of Rule 3(a), however, goes on to indicate that the court administrator will provide such access in all cases from terminals at court locations, again not all court locations, and will provide such access to civil cases from VTADS or VCAS through Vermont Cases Online, omitting from this section eCabinet as an avenue for access to Civil cases. It is worth noting that VCAS provides access to all case types. In addition, the next section of the same rule, which directly addresses public accessibility, states access is available in accordance with section (a) only to electronically filed documents in those individual case files that are not otherwise exempt. This can be interpreted to refer only to whether or not a particular record is publicly accessible and not exempt under Rule 6 of the Rules to Public Access of Court Records or any other rule, OR could be interpreted to contradict the first part of VRDECR Rule 3(a) due to the language that only individual documents in specific cases are accessible, as opposed to access to VTADS or VCAS, which is not access to documents but instead data.

Vermont Rules of Electronic Filing, Rule 10, states that registered filers may have remote access to all documents that they have filed electronically. A registered filer may have access through a terminal provided by court staff in a court location to the full electronic file of any case in which he or she has appeared in accordance with the applicable rules of procedure. Currently, e-filers can only see what they themselves have filed from a remote location.

Vermont Rules of Electronic Filing 10(c) further states that members of the general public may have access to electronic case files only by use of a public access terminal, at least one of which will be placed and maintained in each court location. The implication here is that a public access terminal will be provided in a court location that has electronic filing. Currently, only two civil courts-Rutland and Windsor, four small claims courts-Rutland, Windsor, Addison, Orange, and the Environmental Division have permissive or mandatory electronic filers, and all of those courts have public access terminals. The Family Division only allows for electronic filing of juvenile case plans by Department of Children and Families.

### **eFiling**



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The vision for e-filing consists of an intelligent, interactive portal interface on the internet. Users, including self-represented litigants, may choose to take advantage of a document preparation system that will be available through this portal. Other users (e.g., Self-Represented Litigants, Attorneys, Department of Corrections, State and Local Agencies) may file directly through the portal. In addition, there will be system-to-system data exchanges for relevant state agencies.

Data exchanges will allow citations from Law Enforcement agencies to be electronically transmitted from their systems to the VT Judiciary CMS. Please see Attachment G of the RFP for further detail.

Portal interfaces must have the highest level of security to ensure that individual user identities and data cannot be inappropriately accessed or used by others. This portal will provide customers with the flexibility to self-manage their user accounts (e.g., change passwords, update contact information, specify source of payment), provide for automated notifications, and to function as the primary source of information for the VT Judiciary e-Court services.

Users will be able to take advantage of modern technologies and intuitive integrated concepts, such as smart forms and question-driven workflows, to support e-filing processes. The interface portal will be recognized as a one-stop-shopping platform, enabling users to complete all necessary functions in a single step or process (e.g., users will be able to specify the type of filing that they wish to initiate for a new case, or to submit supplemental filings on an existing case, complete service of process, complete all necessary court forms, provide contact information, and pay associated filing fees or submit a filing fee waiver request). In addition, the portal interface will allow users to access their cases and to review and check on the status of their filings.

All portal and data exchange filings will be held in the CMS in configurable queues for review by designated court personnel for completeness and redaction, as necessary. Accepted filings will automatically initiate cases in the CMS and be managed according to established workflows. Rejected filings will be temporarily retained for tracking purposes, and returned to the filer for further action.

The system should allow for an electronic case file to potentially include documents, images, audio, video, and email correspondence.

For prisoners appearing before the court via video, the system should have an application that supports the electronic transmission/exchange of court-required forms and documents, between respective court locations and correctional facilities. This should be available for real-time transmission for prisoners appearing before the court via video as well as pre- and post-court matters that require the transmission of records, forms, and reports. Configurable workflows should automate the completion of forms and capture electronic signatures, as required.

The system must allow approved court staff to highlight information and add notations on a document stored as a pdf. The system must provide a document moving and copying function that allows the court to move or copy files from the electronic case file of one case record to the electronic case file of another case record. The system must enable the court to build an unlimited number and type of document templates (e.g., subpoenas, letters, receipts, appeals, etc.), using the court's standard templates in Microsoft Word. The system must be able to generate documents on demand, based on an event, or in



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batches at a specific time (including after-business hours). Automatically generated documents must be automatically linked to the appropriate case/person record for future reference. 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.

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.

The system must also allow for password protected insertion of a signature on a document.

The e-filing system shall not require any Plug-ins/Active X controls or client side installs. The system must support a wide variety of browsers, including, but not limited to, Microsoft Internet Explorer, Firefox, Chrome, and Safari. All portals must be entirely browser based. Session duration shall be configurable.

The system should provide for basic activity logging, recording, and storage functionality. The e-filing system should maintain logs of all user activity with archival logging to be configured. The response time for data inserts or updates shall be three seconds or less. The response time for any data query shall be three seconds or less. The e-filing system shall provide processing visual displays indicating that the system is in the process of responding to the user’s request. The system shall prevent inadvertent multiple processing such as a user clicking a submit button twice.

The e-filing system must provide a consistent and user-friendly interface that allows for rapid data entry for the users to file cases and for the court staff to review and process filings. The system must provide a user interface which minimizes screen scrolling as much as possible. The system must provide the capability to highlight input errors (e.g., missing data, incorrect format, DOB) and prompt the user for correction.

The e-filing system must provide the capability to display dynamic dropdown pick lists, where the value chosen from one list determines the list of values on another list. The e-filing system must provide the capability to alert the user of certain special conditions/requirements (e.g., sealed or confidential document). The e-Filing system must provide the capability to provide data entry formatting in applicable input fields (e.g., phone number, DOB). The system must allow for both calendar widget pick, as well as direct data entry in the fields.

### **Audit Trail**

The e-filing system must track all failed connect requests, including EFSP, date/time, IP address, browser type, and version. The system must track user actions requiring auditing based on business rules. Tracking must include, but not limited to, action date/time, user who performed the action, action taken or changes made, business entities affected by this action, field values before and after changes are made, etc. The e-filing system must allow authorized users or administrators to search and view the audit log, as well as the archived audit logs. The e-filing system must provide the capability to archive audit logs. The e-filing system must provide the capability to determine who did what and when for any add, change, or delete actions performed in the system.



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### **e-Access**

The vision of e-Access for the VT Judiciary is to have a robust, fully functional portal on the internet that provides both information and service delivery for the courts, stakeholders, and members of the public.

Authorized users who are identified as parties or participants on a case will be able to access information about their cases. Case information includes, but is not limited to, access to docket records, associated pleadings, judgments, and orders.

VT Judiciary and other authorized users will have greater access to case and/or calendar information based on their role-based permissions within the CMS. Information in the CMS and the portal access/document management system will have configurable limitations on availability to the public. The system must provide a means of authenticating the credentials of authorized users.

An online payment service will be integrated as part of the web portal allowing users to confirm information on their cases, including amounts due and payment history; ability to make payments on outstanding fines, fees, and surcharges owed to the court; and deposit into escrow accounts. The system should provide for payment, online and offline, by a variety of means.

Authorized users who are identified as parties or participants on a case will be able to access information about their cases directly from the calendar. Case information includes, but is not limited to, access to docket records, associated pleadings, judgments, and orders. Case access should also be dynamic, allowing users to access cases directly from the calendar search display.

VT Judiciary personnel and other designated users with permissions will have the ability to log in to the calendar system and have increased access to calendar information, according to their role-based permissions within the CMS. The designated users will also be able to search the court calendar by specific user-defined parameters including, but not limited to, the following: docket number, case type, party name, court, court event date, law enforcement agency or officer, or attorney name.

The system should have the capacity to allow outside entities access to information in the system as allowed by statute or Court Rule.

### **Training Strategy**

The strategy for training end users of the selected software will be a train the trainer hybrid model along with vendor-facilitated training. The Bidder trains a previously identified core team of five (5) to ten (10) people proficient with technology, business practices, and teaching ability. The Bidder will provide immersion training to the core group of trainers before go-live date, followed by one or more train the trainer sessions. In those sessions, the trainers will be trained on how to train others on the system, with the goal to make the trainers feel as comfortable as possible with the system.

The expectation is that the Bidder will then go to each court for a hands-on training session with court staff and judges, and the core team will assist the Bidder's trainers, further deepening their knowledge and skills, which will ultimately establish the core team as the subject matter experts to ensure success and leadership going forward. However, one of the important goals is to make certain that as many court



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staff and judges as possible receive direct information from the Bidder to create a solid foundation that the core team will then build upon with continued instruction and support.

Proposed time commitment of the core team is 100% of the work day, 10 weeks prior to rollout and eight weeks post-rollout.

### **Training Materials**

The VT Judiciary will need all training materials from the Bidder in a modifiable format so that it can be updated as needed by the core team on any new configuration items, such as changes in workflow or statutory changes. The VT Judiciary requires the Bidder to provide customized training materials for the system as configured for the VT Judiciary, and these materials must be the ones used to train the trainers.

### **General**

All portal financial transactions, including collections and waiver requests, will be managed according to generally accepted accounting principles (GAAP) and payment card industry (PCI) standards, and will be seamlessly integrated with the financial module of the VT Judiciary's CMS.

Designated VT Judiciary users will be able to easily manage the information that public users can access. Portal user activity will be tracked with the ability to aggregate for reporting purposes.

Additional service features of the interface portal will include user access to training materials, user guides, customer support, and services that support access to justice. Usability of the portal will be further enhanced with user preference settings to include language and ADA-compliant display themes.

In support of ensuring opportunity for access to the VT Judiciary e-Court services, the system should be configured to allow for a means of limited public portal access at all court locations.

The e-filing system should be capable of resource pooling based on the number of concurrent users logged onto the system and be capable of assigning priority access based on user profiles/roles.

In the event of an outage or a processing delay, the designated Court must be notified within 15 minutes by an email that includes a brief description of the problem and the estimated time of the next update or resolution of the problem.

It is also recognized that, as the VT Judiciary moves through the implementation process, paper input will continually decline. However, it is expected that paper consumption will not entirely disappear. The strategy of the VT Judiciary to maintain a fully electronic record in a partially paper world will include the scanning of paper-filed documents as part of its input processes. Scanned documents will contain searchable text via Optical Character Recognition (OCR).

Due to the high-availability 24/7 infrastructure and business support resource demands that are inherent of a Vermont eCourts service delivery, the VT Judiciary asks the Bidder to propose an externally hosted solution.



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The security of the public-facing portal and the integrity of the associated data are critical success factors and overarching requirements. In order to ensure that the highest security standards are achieved and maintained, the Bidder should employ industry standards and best practices to protect the portal data. The Bidder must have a detailed security plan that describes the strategy for ensuring system compliance with standards and meeting future standards, and includes detailed response plans in the event the system is compromised. Additionally, the plan should also account for ongoing automated application penetration testing and server security scanning.

For additional reference, please see the Vermont Rules for Electronic Filing:

<http://www.uscourts.gov/rules-policies/judiciary-policies/privacy-policy-electronic-case-files>.

### 10. Attorney Regulation

Attorney Regulation is comprised of four components:

1. Attorney Admissions
2. Attorney Licensing
3. Continuing Legal Education
4. Professional Responsibility

**Attorney Admissions** oversees the process by which lawyers are admitted to bar of the Vermont Supreme Court. (Note: the bar of the Vermont Supreme Court is NOT the same as the Vermont Bar Association. The Bar Association is a private, nonprofit, voluntary organization. It has nothing to do with attorney admissions or attorney regulation.)

The Board of Bar Examiners is responsible for the general supervision of the admission process, including a review of the applicant's Character and Fitness. The process offers three avenues to admission: by taking the Vermont's Uniform Bar Exam, by waiving in without examination from another state, and by transferring a score from a Uniform Bar Exam taken in another state. The Rules of Admission set out the requirements, including eligibility requirements, for each avenue to admission.

No matter the avenue an applicant chooses, the Board of Bar Examiners reviews applications for compliance with the minimum standards for admission. In addition, the BBE administers the bar exam and grades the bar exam. Finally, no matter the avenue an applicant chooses, each application is reviewed by a member of the by the Character and Fitness Committee in order to certify an applicant's good character and fitness for membership in the Vermont Bar Association.

For each applicant, the Attorney Admissions offices needs to be able to track the relevant events from the moment the application is filed to the moment that the applicant completes each of the requirements for admission. Again, those requirements are set out in the Rules of Admission. Ideally, the entire application process, no matter the avenue, would be available online to applicants.

**Attorney Licensing** oversees the process by which law licenses are issued and renewed. It works closely with Attorney Admissions when dealing with new attorneys. In addition, Attorney Licensing is responsible for the process by which attorneys renew their licenses. A law license is valid for two years. Renewal requires paying a fee and submitting a completed attorney licensing statement. Attorney





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Licensing is also responsible for maintain current contact information for each attorney admitted to the bar of the Vermont Supreme Court. Attorney Licensing requires a membership-type database, preferably one in which each attorney logs into manage his or her own renewal, payment, and contact information. The attorney licensing process is set out in Administrative Order 41 and is supervised by the Office of the State Court Administrator. The process includes suspending lawyers for noncompliance with the license renewal process, as well as authorizing lawyers to return to practice upon proof of compliance.

**The Board of Continuing Legal Education** is responsible for the general supervision of the CLE program. The Rules for Mandatory Continuing Legal Education set out the program. They include the process by which the Board approves courses for Continuing Legal Education credit, the CLE requirements that apply to each attorney during the two-year period that a license is active, and the process by which attorneys report compliance with the CLE rules. The process includes suspending lawyers for noncompliance with the CLE rules, as well as authorizing lawyers to return to practice upon proof of compliance. Lawyers should be able to log in to manage his or her own reporting of compliance with the CLE, as well as to track the approved classes that he or she takes throughout a licensing period.

**The Professional Responsibility Program** includes legal ethics and attorney discipline. The Program is responsible for the investigation and prosecution of ethics complaints that are filed against attorneys. As such, the program requires a case management system similar to those used by trial courts. The CMS would track a complaint from the date of arrival until the date of disposition, including all relevant events along the way. The attorney discipline process is set out in Administrative Order 9. In addition, the PRP responds to ethics inquiries. This requires a database to track each inquiry, including its nature and the response given by bar counsel.





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### **Attachment G**

#### **Current Data Exchange Specifications**

This data exchange system will be used by both internal and external justice partners to electronically exchange information in near real-time and in a common format. With the development and implementation of the proposed NG-CMS, the Vermont Judiciary expects to replace data exchanges that currently exist with other agencies and stakeholders, as well as develop additional data exchanges as needs arise. There are currently 10 existing data exchanges between the Vermont Judiciary case management system and our external partners. These are described in more detail in the “Current – In Scope” section below, and are within the scope of this RFP to be replaced (warrants, criminal history, protection orders, child support, bail, etc.). Minor enhancements to these existing data exchanges may be required. Additionally, there are eight new data exchanges that must be developed and are within the scope of this RFP. These are also described in more detail in (e.g., eTickets with Law Enforcement, State’s Attorneys, Defender General, Juvenile/Criminal Case Initiation/disposition). Additionally, the system should be configurable to ensure that in the future new data exchanges can be easily built and implemented.

For all data exchanges categorized as “current” or “in-scope,” the Vermont Judiciary requires that the Bidder’s team will design, develop, test, and implement their work product. The Bidder is required to collaborate with the Vermont Judiciary Project Team and external stakeholders to complete all tasks associated with these data exchanges. However, via the transfer of knowledge from the Bidder’s programming resources to the Vermont Judiciary, the Judiciary anticipates that future data exchange projects can be accomplished primarily utilizing our own resources.

The Vermont Judiciary expects that development of the data exchanges will be supported largely by a user interface, Application Program Interfaces (APIs), Web Services, secure FTP (SFTP) and other standard models and protocols. The Judiciary’s expectation is that the “integration backbone” provides for a variety of services to support the exchange of data between the NG-CMS and external systems, using a common method and format.

As described in the RFP, all data exchanges should be compliant with industry standards that support the exchange of court data elements.

#### **Section I: Current – In Scope**

All 10 of the Current – In Scope data exchanges are expected to survive the implementation of the selected NG-CMS. These data exchanges are considered within the scope of this RFP. More information about each specific exchange is provided below.



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Current – In Scope Data Exchanges						
Req #	System/ Interface	Vendor / Data Exchange Partner	Database Platform	Type of Integration	Reason for Integration	Criticality
1	Vermont Department of Motor Vehicles (DMV)	DMV	Mainframe	BOTH	VCVC information sent from the Judicial Bureau (labeled Courts-TTB on the right hand side) to the Department of Motor Vehicles (DMV) on a daily basis. Additionally, JB sends the following but not limited to judgment, payment, compliance, and notices to suspend information to DMV regarding citations that potentially impact driver's license eligibility. Return data feed contains confirmation or receipt, and supplemental information, such as Social Security Number, which is then inserted into the Judicial Bureau Traffic Module.	Essential
2	Vermont Center for Justice Research (VCJR) and Crime Research Group (CRG)		Flat File	SEND	Contains the data fields from the Superior Court criminal case type, specifically the charge information (filing and disposition). Currently provided monthly via ftp. Civil suspension filings and juvenile filings/dispositions are provided to the VCJR/CRG on a quarterly basis from the Court systems.	Essential



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3	Vermont Department of Corrections (DOC)	DOC	Flat File	Send	Receives monthly Superior Court criminal filings and dispositions.	Essential
4	Vermont Crime Information Center (VCIC)	VCIC		SEND	"State ID database (fingerprinting).	Vermont Crime Information Center (VCIC)
5	Vermont Office of Child Support (OCS) CMS	AHS	Flat File	SEND	Judiciary provides to OCS the hearing scheduling data fields from the VTADS Domestic case type, for cases involving children. The data is provided on a daily basis.	Essential
6	eTicket/VJISS	DPS	IEPD	RECEIVE	Currently the Judiciary receives NIEM-compliant XML IEPD's containing all of the necessary data fields for the filing of a Vermont Civil Violation Complaint (VCVC). The Vermont Justice Information Sharing System (VJISS), the Vermont implementation of the Open Justice Broker Consortium (OJBC) broker, transfers data from the two CAD/RMS system (Valcour and Spillman - Spillman using TRaCS by TEG for eTicket), to the Judiciary's SFTP server where the data is then parsed and inserted into the JB Traffic Module.	Essential
7	Vermont Information Consortium (VIC)	VIC	Flat File	SEND	VIC payment portal Receives the data fields from the Judicial Bureau cases for paid complaints.	Essential



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8	Vermont Department of Tax (TAX)	DII	Flat File	SEND	The Judiciary provides data pertaining to unpaid and partially paid VCVCs, annually. Additionally, the Judiciary provides data pertaining to unpaid and partially paid fees, fines, and payment orders, from the Superior Court. This interface is dependent on valid Social Security numbers associated with the defendants.	Essential
9	Collection Agency	AllianceOne (current vendor)	Flat File	SEND	VCVC's and Criminal Fines that are overdue are transferred to Collections. This interface is dependent on the lack of valid Social Security numbers associated with the defendants.	Essential
10	National Center for Juvenile Justice (NCJJ) Data Archive	NCJJ	Flat File	SEND	Detailed information about juvenile cases disposed since 2000 for national archive	Essential

## Section II: To Be Developed – In Scope

There are eight data exchanges which do not currently exist, but should be considered within the scope of this RFP. These data exchanges should developed as part of their proposed solution and include them within their firm fixed price. Following the award of this contract, the Contractor should work collaboratively with the exchange partner to determine the scope of effort required to develop these data exchanges.

To Be Developed – In Scope Data Exchanges						
Req #	System/ Interface	Vendor / Data Exchange Partner	Database Platform	Type of Integration	Reason for Integration	Criticality
1	Jury Plus	Judiciary-Hosted	SQL	BOTH	Merge data from Jury pool sources, such as DMV, and allow for the management of the Jurys and Jury Pools, both pre-courtroom and in-courtroom, related to trial preparation and	Essential



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					management.	
2	For the Record (FTR)	Judiciary-Hosted		RECEIVE	<p>Audio recording system used for courtroom recording to enable remote transcription.</p> <p>The system should have the ability to electronically transmit, via a data exchange, record of entries, from the For The Record (FTR) courtroom recording system, to the case docket records of the NG-CMS. (e.g., the presentation of an exhibit and whether or not it is admitted.) The operator of the FTR system must be capable of entering the start and finish times and it must link and be accessible to the docket entry of the event.</p>	Essential
3	Vermont Department of Corrections (DOC) OMS	DOC		RECEIVE	<p>The system should have the ability to, by way of data exchange(s) with State Correctional entities, notify the court when a juvenile is arrested on a warrant. The detention status of the juvenile, conditions and court date set by the State should also be transmitted to the court.</p> <p>The system should have the ability to, by way of data exchange(s) with State Correctional entities, identify incarceration status including but not limited to the following: when a defendant is incarcerated, the location thereof, and flags to identify the potential need for a court</p>	Conditional



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					<p>appearance or when a prisoner is a fugitive from justice. Notifications to alert users of the incarcerated status, when certain events are set/scheduled (i.e. an initial appearance, arraignment, hearing), should also be supported.</p> <p>The system should allow for a data exchange with the DOC to provide for the automatic reporting and identification of individuals that are in-custody and need to be seen for initial appearance.</p> <p>The system should allow for data exchange with the DOC for the identification of individuals who are in custody and scheduled to appear and for the electronic transmission of writs.</p>	
4	Vermont Office of Child Support (OCS) CMS	AHS		SEND	Judiciary provides to OCS the Child Support Orders and related data.	Conditional
5	Office of the Defender General (ODG) CMS	Journal Technologies, Inc.		BOTH	The system should have the ability to electronically accept filings and associated case level data, directly from the ODG case management system. The system should then be able to provide data to the ODG CMS with Court actions and changes to the case file, including but not limited to, docket entries, scheduling information, subsequent filings, etc.	Conditional
6	eTicket/VJISS	DPS	IEPD	SEND	It is anticipated that the	Conditional



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					NG-CMS citation management module will provide data and verification back to the CAD/RMS systems on citation status, disposition, etc., also via the VJISS broker.	
7	eTicket/VJISS	VJISS		SEND	Reporting case disposition information to law enforcement.	Conditional
8	Vermont Finance System (VISION)	DII		BOTH	"Manage all the transaction-level details for transport to the VISION system AND the ability to summarize transactions into a summary-level transaction for transport to the VISION system (including the details regarding the account codes and all codes needed by VISION).	

### Section III: Potential Future Amendments

Included within this Attachment are four potential future data exchanges that would enhance the functionality of the VT Judiciary's NG-CMS. A solution for these data exchanges is not expected to be included in the Bidder's firm fixed price. Should the VT Judiciary choose to move forward with any of the exchange opportunities, a contract amendment may be required.

1. State of Vermont; Finance and Management (VANTAGE)
2. Exchange of relevant court cases to other state agencies that administer services (e.g. Vermont Department for Children and Families (DCF))
3. Complete case transfer from other quasi-judicial bodies in the State (e.g. Electronic Public Service Board (ePSB) CMS)
4. Automatically notify the Dept. of Health and Human Services, when a proceeding is scheduled and the defendant is receiving public assistance





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### Attachment H

#### Cost Form

##### **Pricing and Fees Proposal Section Instructions**

Bidder's Pricing and Fees Proposal shall strictly conform to the provisions of the RFP and must satisfy all financial requirements contained in the RFP. The Pricing and Fees Proposal must include the following:

1. Cost Proposal Form
2. Implementation Costs and Narrative
3. Ongoing Operational Costs and Narrative
4. Rate Card



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### Cost Proposal Form

Bidders must provide costs in the Cost Proposal Form in five primary areas:

1. Initial Project Planning and Gap Analysis
2. Software Licensing
3. NG-CMS Implementation
4. Maintenance and Support (Judiciary-hosted component)
5. Ongoing Operations (Contractor-hosted component)

A total cost for each line item must be provided, along with a subtotal for each of these five primary areas. Include the subtotals for each of the five primary areas in Table 6 and provide a grand total of all costs.

#### Initial Project Planning and Gap Analysis

The tasks listed in Table 1 correspond to the tasks described in the RFP. Provide costs for each task.

**Table 1 - Cost Proposal Form – Initial Project Planning and Gap Analysis**

1. Initial Project Planning and Gap Analysis Costs	
Task	Total
Conduct a Project Kickoff Meeting	
Conduct a Gap Analysis, including a Reporting Needs Assessment	
Develop RTM	
Conduct a Business Process Review	
Develop Preliminary Implementation Work Plan	
Develop a Data Conversion Plan	
<b>Initial Project Planning and Gap Analysis Costs Subtotal</b>	

#### Software Licensing

Provide costs for all required software in Table 2.



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**Table 2 - Cost Proposal Form – Software Licensing**

<b>2. Software Licensing Costs</b>	
<b>Description</b>	<b>Total</b>
Perpetual Software License or Subscription Costs (include licenses for all environments as listed below)	
<b>Software Licensing Costs Subtotal</b>	

### **NG-CMS Implementation**

The tasks listed in Table 3 correspond to the tasks described in the RFP. Provide costs for each task. The Judiciary expects that most of the requirements will be accommodated through configuration of the proposed NG-CMS. Although the Judiciary expects that customization will be minimal, we are seeking to understand the level of customization required to accommodate the requirements in each Functional Area. This will help us understand the level of risk (i.e., increased customization equals increased risk) associated with customization of the proposed COTS system. For the System Configuration and Customization tasks, costs must be listed by Functional Area.

**Table 3 - Cost Proposal Form – NG-CMS Implementation**

<b>3. NG-CMS Implementation Costs</b>	
<b>Task</b>	<b>Total</b>
Project Management	
Software Installation	
Data Exchange Design and Development	
System Configuration	
Functional Area: <b>Bail</b>	
Functional Area: <b>Financials</b>	
Functional Area: <b>Data and Management Reports</b>	
Functional Area: <b>Case Processing</b>	
Functional Area: <b>Scheduling &amp; Calendaring</b>	
Functional Area: <b>Judicial Workbench</b>	
Functional Area: <b>Appellate</b>	
Functional Area: <b>Non-functional</b>	
Functional Area: <b>e-Courts</b>	
System Customization	
Functional Area: <b>Bail</b>	



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<b>3. NG-CMS Implementation Costs</b>	
Functional Area: <b>Financials</b>	
Functional Area: <b>Data and Management Reports</b>	
Functional Area: <b>Case Processing</b>	
Functional Area: <b>Scheduling &amp; Calendaring</b>	
Functional Area: <b>Judicial Workbench</b>	
Functional Area: <b>Appellate</b>	
Functional Area: <b>Non-functional</b>	
Functional Area: <b>e-Courts</b>	
Development of Reports and Forms	
Testing	
Technical and End-User Training	
Other Costs (including all implementation costs not included above)	
<b>All NG-CMS Implementation Costs Subtotal</b>	



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### Maintenance and Support (Judiciary-Hosted)

Provide costs for annual maintenance and support of the Judiciary-hosted components of the NG-CMS in Table 4. Include costs for each year from year one through year ten.

**Table 4 – Cost Proposal Form – Maintenance and Support Costs**

Maintenance and Support Costs											
Description	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten	Total
Annual Maintenance and Support											
<b>Maintenance and Support Costs Subtotals</b>											

### Ongoing Operations (Contractor-hosted)

Provide ongoing costs for the Contractor-hosted component of the NC-CMS, including software subscriptions and software hosting as appropriate in Table 5. Include costs for each year from year one through year ten.

**Table 5 – Cost Proposal Form – Ongoing Operational Costs**

Ongoing Operational Costs											
Description	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten	Total
Software Subscription											
Hosting											
<b>Operational Costs Subtotals</b>											



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### Grand Total

Copy the subtotals from Table 1 through Table 5 into the appropriate cells in Table 6, then add them together to produce a Grand Total cost for the project. This cost will include a ten-year look-ahead for maintenance and support, which will be used for scoring purposes only.

**Table 6 – Grand Total**

Grand Total	
Description	Subtotals
1. Initial Project Planning and Gap Analysis Costs	
2. Software Licensing Costs	
3. NG-CMS Implementation Costs	
Total Implementation Costs	
4. Maintenance and Support Costs	
5. Ongoing e-filing Costs	
<b>Grand Total</b>	

### Implementation Costs and Narrative

Bidder should provide supporting narrative that describes the costs of the implementation phases described below. It is the Judiciary’s intent to manage the NG-CMS project based on deliverables; payments will be tied to the acceptance of deliverables throughout the implementation process. It is also the Judiciary’s intent to include a “hold-back” of a percentage of payments until successful completion of the implementation project. Please acknowledge these tenets and include narrative that describes your deliverables-based approach to invoicing in each of the sections below.

#### Initial Project Planning and Gap Analysis Costs

Describe and list all costs that would be associated with the Initial Project Planning and Gap Analysis phase of the NG-CMS project.

#### Conduct a Project Kickoff Meeting

Describe and list all costs that would be associated with the planning and execution of the project kickoff meeting.

**[BIDDER RESPONSE INSERTED HERE]**

#### Conduct Gap Analysis, including a Reporting Needs Assessment

Describe and list all costs that would be associated with conducting a Gap Analysis, which must include an assessment detailing the strengths and weaknesses of the proposed NG-CMS reporting capabilities, which may lead to the future implementation of a data warehouse.

**[BIDDER RESPONSE INSERTED HERE]**



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### **Develop a Requirements Traceability Matrix (RTM)**

Describe and list all costs that would be associated with developing an RTM.

**[BIDDER RESPONSE INSERTED HERE]**

### **Conduct a Business Process Review**

Describe and list all costs that would be associated with conducting a business process review.

**[BIDDER RESPONSE INSERTED HERE]**

### **Develop Preliminary Implementation Work Plan**

Describe and list all costs that would be associated with developing a preliminary implementation work plan.

**[BIDDER RESPONSE INSERTED HERE]**

### **Develop a Data Conversion Plan**

Describe and list all costs that would be associated with the data conversion analysis activities anticipated to result in the Data Conversion Plan. The cost for the data conversion analysis activities that are in the scope of this RFP should be based on information provided in the RFP.

**[BIDDER RESPONSE INSERTED HERE]**

### **Software Licensing Costs**

#### **Software**

Identify software licensing included in your proposal. Provide an itemized list of the costs of all software being proposed. (Note: Do **not** include the estimated cost of customization proposed to meet the functional requirements as part of Software Licensing and Costs; these costs, if any, shall be outlined separately in a section below). Bidders must provide licenses or subscriptions to all services and modules required to satisfy all requirements of this RFP without the need for the Judiciary to acquire such licenses after contract execution. The software licenses must include all licenses required to support multiple CMS environments, including but not limited to:

- Configuration
- Testing
- Training
- Production
- Reporting / Analytics and Business Intelligence
- Disaster Recovery (hot site)

The following item must be addressed in the Bidder's response in this section.





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- a. The Judiciary expects software licensing payments to be tied to the acceptance of deliverables throughout the implementation process. It is also the Judiciary's intent to include a "hold-back" of a percentage of payments until successful completion of the implementation project.

**[BIDDER RESPONSE INSERTED HERE]**

### **Hardware**

Provide an itemized list of all hardware required for this proposal. Examples of hardware required for the installation and operation of the NG-CMS may include but are not limited to desktops, laptops, tablets, smartphones, servers, storage, peripherals, scanners, printers, and bar code scanners. The hardware inventory should include all hardware required to support multiple environments, including but not limited to:

- Configuration
- Testing
- Training
- Sandbox
- Production
- Reporting / Analytics and Business Intelligence
- Disaster Recovery (hot site)

Please include a description of the technical architecture required at "go-live" as well as how this architecture will need to scale to address the capacity issues presented by the NG-CMS when fully operational. Hardware costs are not to be included in your response, as the Judiciary will be responsible for acquiring hardware through a separate procurement process. However the list provided here will assist the Judiciary in estimating the hardware costs associated with the NM-CMS implementation.

**[BIDDER RESPONSE INSERTED HERE]**

### **NG-CMS Implementation Costs**

#### **Project Management**

Describe and list all costs that would be associated with the project management activities required to manage the implementation of the NG-CMS.

**[BIDDER RESPONSE INSERTED HERE]**

#### **Software Installation**

Describe and list all costs that would be associated with the software installation activities. The cost for the software installation activities that are in the scope of this RFP should be based on information provided in the RFP.

**[BIDDER RESPONSE INSERTED HERE]**



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### **Data Exchange Design and Development**

Describe and list all costs that would be associated with the design and development of data exchanges between the proposed NG-CMS and existing systems anticipated to be included in the Data Exchange Design and Development Plan that will be produced during the Initial Project Planning and Gap Analysis phase. The cost for the design, development, and implementation of data exchanges should be based on information found in Attachment G and in the RFP for all current (existing) and new (in scope) data exchanges.

**[BIDDER RESPONSE INSERTED HERE]**

### **System Configuration**

Describe and list all costs that would be associated with the configuration of the NG-CMS anticipated to be included in the Configuration Plan that will be produced during the Initial Project Planning and Gap Analysis phase.

**[BIDDER RESPONSE INSERTED HERE]**

### **System Customization**

Describe and list all costs that would be associated with the customization of the NG-CMS anticipated to be included in the Customization Plan that will be produced during the Initial Project Planning and Gap Analysis phase. Describe and list all estimated costs associated with customization where the Bidder Response in the Functional and Non-functional Requirements form indicated a need for customization to accommodate the requirement(s). For purposes of evaluation and comparison, the Judiciary reserves the right to negotiate which the customizations identified in the requirements spreadsheet will be included in the contract.

**[BIDDER RESPONSE INSERTED HERE]**

### **Development of Reports and Forms Costs**

Describe and list all costs that would be associated with the development of reports and forms, including the development of e-filing “smart forms” that may be developed to support pro se litigants and other users of the e-filing component of the NG-CMS.

**[BIDDER RESPONSE INSERTED HERE]**

### **Testing**

Describe and list all costs that would be associated with the testing of the NG-CMS anticipated to be included in the Test Plan that will be produced during the Initial Project Planning and Gap Analysis phase. These costs may include but are not limited to unit testing, integration testing, performance testing, accessibility testing, and user acceptance testing support.

**[BIDDER RESPONSE INSERTED HERE]**

### **Technical and End-User Training**



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Describe and list all costs that would be associated with all training activities in support of the NG-CMS anticipated to be included in the Technical and End-user Training Plan that will be produced during the Initial Project Planning and Gap Analysis phase. These costs may include but are not limited to developing custom materials, designing and developing custom curriculum, scheduling and conducting training sessions, and knowledge transfer of training procedures and artifacts to Judiciary staff.

**[BIDDER RESPONSE INSERTED HERE]**

### Other Costs

Provide an itemized list of any costs not identified elsewhere in this RFP (travel costs that are not otherwise included in fixed prices, software not included, transactional fees, etc.).

**[BIDDER RESPONSE INSERTED HERE]**

### Ongoing Operational Costs and Narrative

The Bidder's operational costs should include the recurring costs for maintenance and support or subscription for the NG-CMS along with any narrative that describes these costs. The elements that should be provided as part of this section would include:

- 1) Annual Maintenance and Support Costs for any perpetual licenses (after initial implementation); on the Cost Response Form, list the cost of the annual Maintenance and Support costs for all years requested. Over the course of the contract the Judiciary expects that periodic software updates will apply to the NG-CMS to maintain its technical and feature currency. The software updates will be applied as periodic releases. The Bidder shall include the cost of these updates in the annual maintenance and support costs. These costs should include the cost of re-applying Judiciary-specific customizations to the NG-CMS.
- 2) Annual Subscription Fees for the SaaS components proposed by the Bidder; on the Cost Response Form, list the cost of the SaaS components in all years requested.

**[BIDDER RESPONSE INSERTED HERE]**

### Rate Card

The Bidder's Rate Card should provide the individual rates by category of resource that could be leveraged for time and material and/or projects. The Rate Card will be used at the Judiciary's discretion, and may be used for, but not limited to system customization, legacy data conversion, and systems integration. System customization requirements may result from the initial Gap Analysis phase for functionality that was not included in this RFP but desired by the Judiciary and not included as standard functionality within the proposed NG-CMS.

The Bidder must provide a fully-burdened hourly rate, which should include but not be limited to all operating and personnel expenses, such as overhead, salaries, administrative expenses, profit, supplies, software licensing, etc. unless otherwise specified in the Other Costs section.



# Vermont Judiciary Next Generation Case Management System

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**[BIDDER RESPONSE INSERTED HERE]**

**Table 7 - Rate Card**

<b>Resource Name</b>	<b>Role / Title</b>	<b>Offsite Rate</b>	<b>Onsite Rate*</b>

\* Includes Travel Expenses when providing services at the Judiciary locations