



## **STATE OF NORTH DAKOTA**

Unified Judicial Branch  
600 East Boulevard Avenue  
Bismarck, North Dakota

### **Request For Proposals**

Date of Issue: June 23, 2006

## **JURY MANAGEMENT SYSTEM**

**THE STATE OF NORTH DAKOTA, UNIFIED JUDICIAL BRANCH,  
IS SEEKING A VENDOR TO PROVIDE A STATEWIDE JURY  
MANAGEMENT SYSTEM.**

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Director of Technology  
North Dakota State Court Administrator's Office

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## **SECTION ONE - INTRODUCTION AND INSTRUCTIONS**

### **1.01 Purpose of the RFP**

The State of North Dakota, Unified Judicial Branch (State), is soliciting proposals for statewide Commercial-off-the-Shelf (COTS) Jury Management system to replace the existing custom developed system.

### **1.02 Contact Person, Telephone, Fax, E-mail**

The Project Director is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the Project Director. Unauthorized contact regarding the RFP with other State employees may result in the vendor being disqualified.

PROJECT DIRECTOR: Kurt Schmidt  
PHONE: 701-328-4216  
FAX: 701-328-1041  
E-MAIL: technology@ndcourts.com

### **1.03 RFP Schedule of Events**

This schedule of events represents the best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: June 23, 2006
- Deadline for receipt of questions and objections related to the RFP: July 5, 2006
- Responses to questions/RFP amendments (if required): July 7, 2006
- Proposals due by: July 26, 2006
- Proposal evaluations completed: August 2, 2006
- Vendor presentations completed: August 23, 2006
- State issues Notice of Intent to Award a Contract: August 25, 2006
- State issues contract: September 8, 2006
- Contract start: September 11, 2006

### **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Vendors must submit 5 copies of its proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Vendors must submit an electronic copy of their proposal as a single Microsoft Word or PDF file on a disk or CD. The disk or CD must also include a copy of the cost proposal.

Envelopes or packages containing proposals must be clearly addressed as described below to

ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

NORTH DAKOTA STATE COURT ADMINISTRATOR'S OFFICE  
Attn: Kurt Schmidt  
Request for Proposal (RFP): Jury Management System  
600 East Boulevard Avenue  
Department 180  
Bismarck, North Dakota 58505-0530

Proposals must be received by the State at the location specified no later than 2:00 P.M., Central Time on July 26, 2006. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Vendors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Vendors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. A vendor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### **1.05 Assistance to Vendors with a Disability**

Vendors with a disability who need an accommodation should contact the Project Director prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

#### **1.06 Deadline for Receipt of Questions and Objections**

Vendors must carefully review this solicitation and all attachments for defects, questionable, or objectionable material. All questions must be submitted in writing to the email address of the Project Director, and cite the subject RFP title. The Project Director must receive these written requests by the deadline specified in the RFP Schedule of Events.

#### **1.07 Approved Vendor Registration Requirements**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful vendor will not be required to register as an approved vendor.

#### **1.08 Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all vendors that were mailed a notice of the RFP and to those that have requested a copy of the RFP from the Project Director.

#### **1.09 Electronic Posting of RFP**

The RFP, any amendments to the RFP, and all questions submitted with responses will be posted on the following website: [www.ndcourts.com/rfp](http://www.ndcourts.com/rfp). Vendors are encouraged to check that website periodically for any updates related to this RFP.

## **SECTION TWO - BACKGROUND INFORMATION**

### **2.01 Background Information**

The State Court Administrator's Office (SCAO) supports a custom-developed, state-wide Jury Management system today. Although the current Jury Management system has served the needs of the State well for many years, it is not meeting current stakeholder requirements documented in Section Three. The SCAO plans to address these needs by purchasing a COTS Jury Management system.

The users include Court staff in all 53 counties statewide. The SCAO expects to continue providing the first line of support for those users.

### **2.02 Technical Overview**

Although the project scope is focused on Jury Management, the information in this section provides a more complete view of the current technical environment for all systems supported by the SCAO statewide.

#### ***Technical Overview***

Programming languages:

- ASP.Net
- VB
- HTML
- RPG

Operating systems:

- Windows 2000, XP, NT, 98, CE
- Microsoft IIS 5 Web Server
- Windows NT or 2000 Server
- Citrix
- OS/400 V5R3

Databases:

- IBM DB2 UDB
- Microsoft SQL 2000

#### ***North Dakota Unified Judicial Branch Technical Environment***

The technical environment consists of Windows based desktops, Citrix based thin clients and a variety of server platforms connected via an IP based network. Desktop support is provided through the SCAO by the Judicial Branch Information Technology Department. Wide Area Network (WAN) service is provided by ITD.

#### ***Desktop Environment***

The desktop environment contains a mix of Compaq/HP/Wyse thin client computers running Windows CE and Intel desktops running Windows 2000 and Windows XP.

#### ***Network Services***

ITD provides wide area network services for State Government, including the Judicial Branch. Local area network services in each courthouse are cooperatively managed by the Judicial Branch Information Technology Department, ITD and the county Information Services Departments.

All LAN segments are switched 100 megabit Ethernet networks. The Fargo and Bismarck metropolitan area networks are gigabit fiber based while the majority of WAN connectivity is

obtained via ATM T1s. The core of the WAN consists of a SONET ring. Network support is provided through a central help desk.

### ***Server Platforms***

The Court case management system (UCIS) is hosted on an IBM iSeries 810 managed and supported by the SCAO. UCIS is written in RPG. The 810 is configured with:

- 2466 processor (1020 CPW, maximum interactive)
- 8GB memory
- 175GB usable disk (50% utilized)

Several other servers exist to support email (Exchange 5.5), fax, help desk software, IIS, etc. All servers are Windows NT or Windows 2000.

### ***Web Environment***

SCAO has both an intranet and Internet server to support a variety of applications.

### ***Directory Services***

The SCAO retains all control and administration of their Active Directory system. The environment includes two Active Directory servers physically located in the SCAO office that includes domain controllers, global catalog servers, and LDAP servers using Microsoft Windows 2003 Server technology. The environment is a single domain, single forest, and a multiple OU structure. Each Administrative Unit has its own OU with a child OU for each judicial district.

## SECTION THREE - SCOPE OF WORK

### 3.01 Solution Proposal

The SCAO is seeking a qualified vendor to provide a new Jury Management solution. The selected vendor will be expected to provide the product and services for a statewide production rollout by March 1, 2007.

#### **Product Requirements**

The proposed COTS product must meet the requirements documented below. Although the vendor needs to provide hardware requirements for the solution, the SCAO will procure any needed hardware through existing supplier contracts.

<b>Database Creation</b>
Provide the ability to import citizen data from multiple sources, including voter lists and driver's license data.
Provide the ability to manually enter voter lists.
Provide the ability to maintain a centralized database allowing for multiple jurisdiction jury selection and processing.
Provide the ability to 'roll-up' names to eliminate the duplication of names.
Provide the ability to identify persons that are deceased or permanently excused.
Provide the ability to identify persons with a unique identifier.
<b>Create Master panel</b>
Provide the ability to randomly select names from the centralized database from within a given jurisdiction.
Provide the ability for the clerk to specify the number of names to randomly select.
Provide the ability to store the selected names for a period of time as determined by the clerk.
Provide the ability to merge and print a juror's name, address and identification data from the master panel with a customized document.
Provide the ability to identify the date, time and location (ex. courtroom) on the summons where the potential juror is to report.
Provide the ability to print an identification card to be included with the summons.
<b>Process Questionnaire</b>
Provide the ability for the clerk to update the master panel with demographic data returned on the questionnaire.
Provide the ability for the clerk to update the master panel with Temporary excusal Periods (beginning and ending dates) and a list-driven reason for excusal.
Provide the ability for the clerk to update the master panel with a permanent excusal and a list-driven reason.
Provide the ability for a juror's permanent excusal to be updated in the centralized database.
Provide the ability to randomly select persons from the master panel and associate them with a group identifier also known as trial identifier.
Provide the ability to identify prior jury service of an individual so they can be excluded from selection of a similar trial within a particular time frame.
Provide the ability to extract a list of individuals which have been excused from a panel and notify them by a customized letter of that fact.
Provide the ability to create a demand report of the potential jurors that do not appear for service including contact information.



<b>Jury Selection</b>
Provide the ability to create a demand report of the potential jurors that have appeared for service (alphabetically and randomly).
Provide the ability to create a demand report of the potential jurors which is used by attorneys.
Provide the ability to generate a demand report to take jury daily attendance.
Provide the ability to generate an alphabetical list of jurors to be used during pre-emp challenges (clerks notes).
Provide the ability to reuse or re-open a case number if it has been continued.
Provide the ability to assign potential jurors from one sub-panel group to another sub-panel group.
Provide the ability to remove an unused panel and to reinsert the removed panel.
Provide the ability to change juror characteristics on a panel such as, but not limited to name, address, excusal dates, group ID, qualified.
<b>Trial Completion</b>
Provide the ability to create custom documents for specific juror or specific panel.
Provide the ability to generate an excusal/Employer Letter upon request for selected jurors.
Provide the ability to calculate mileage reimbursements for each juror.
Provide the ability to calculate the daily reimbursements for each juror.
Provide the ability to maintain mileage reimbursement rates with effective dates.
Provide the ability to maintain multiple daily rates based on service.
Provide the ability to generate cost reports, worksheets, completion notifications and other information items by group and electronically forward them for approval.
Provide the ability to create an export database by group with costs and electronically forward them for payment.
Provide the ability for electronic approval/signatures.
Provide the ability to electronically forward clerks notes as appropriate.
Provide the ability for jury statistical data to be retrieved centrally by the State Court Administrator's Office.
<b>Miscellaneous</b>
Provide the ability to generate a jury seating chart.
Provide the ability to interface with interactive voice response systems.
Provide the ability for potential jurors to complete their summons questionnaire and check for informational updates via the Web
Provide the ability for jurors to donate or forfeit their accumulated pay.
Provide the ability to display or print all reports.
Provide the ability to maintain sub-panel properties including but not limited to judge, group ID, date of the trial and location of the trial.
Provide the ability to search the juror database by juror ID, juror name, group ID, address and trial dates.
Provide the ability to generate an exit questionnaire upon demand or as part of completing the trial and allow for selection of all those summoned or just those that were chosen to serve.
Provide the ability to generate name and address labels of various sizes.
Provide the ability to maintain jury history data for up to ten (10) years.
Provide the ability to assign user permissions to panels and sub-panels.
Provide the ability to generate statistical reports as allowed through the use of user permissions (users with greater authority can access data across borders).

Provide the ability to maintain application properties, system properties, security settings and other management functions through tables.
Provide the ability to maintain custom forms by identified units such as county or district; and to print custom forms for a specific jury or panel.
Provide the ability to create ad-hoc reports.
Provide extensive and specific user manuals and/or online help files.
Provide user training to facilitate successful operation of the system.
Provide the ability to use and generate bar codes, including interfacing with bar code readers.
System must operate successfully in 54 + locations linked via a distributed wide area network.
System must operate within citrix environment.

### ***Services Requirements***

Vendors must propose their methodology and approach for the project, including an overview that reflects their understanding of the nature of the project. Vendors must also include an explanation of how long they have been using this methodology and how their proposal will best meet the needs of the State.

Vendors must also provide a comprehensive project work plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet SCAO's project schedule. This work plan will be refined in conjunction with SCAO during contract negotiations and project initiation.

Vendors must provide a description of the training they propose and how product knowledge transfer will occur. Vendors must include a description of their support and maintenance services they offer.

### ***Deliverables***

Deliverables will include, but not limited to, the following artifacts:

1. Statement of Work – Agreed upon by SCAO and the vendor
2. Comprehensive Project Plan – Refined upon contract signing
3. Weekly status reports
4. Complete production level, statewide Jury Management system that meets the requirements documented in this RFP
5. Knowledge Transfer and Training
6. Support/Maintenance Contracts

### ***Timelines***

SCAO anticipates the project start-up activities to begin in mid-September, 2006. The expectation is for the product installation to be complete and ready for testing and training by December 1. Statewide (all 53 counties) "Go Live" deadline is March 1, 2007.

### ***Resources***

Vendors must identify the individuals that will be assigned to this project. SCAO will provide the following resources for the project:

- Project Manager – The SCAO assigned Project Manager will be responsible for overall direction and coordination of project activities with focus on ensuring SCAO and the vendor are performing their roles as planned. The Project Manager will be involved in ongoing project planning, communication management, risk assessment, and scheduling.

- District Court Staff – SCAO and its Project Manager will provide subject matter experts and users as needed.
- SCAO Staff – SCAO will provide subject matter experts and technical resources as needed.

SCAO will make every effort to ensure the availability of these resources when they are needed. Additionally, other stakeholders will be made available for capturing functional and technical requirements. Vendors should describe their requirements for SCAO resource availability.

### **3.02 Location of Work**

SCAO will provide some onsite workspace in Bismarck, North Dakota for the vendor. Although it is expected much work will be performed at the workspace provided, the vendor will not be required to perform all work onsite.

## **SECTION FOUR - GENERAL CONTRACT INFORMATION**

### **4.01 Contract Term**

The State intends to enter into a contract with an effective period of September 11, 2006 through March 1, 2007.

### **4.02 Contract Type**

The contract is a Firm Fixed Price contract.

### **4.03 Standard Contract Provisions**

The successful vendor will be required to sign a contract similar to the one attached to this RFP (Attachment 1). The vendor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the vendor's proposal. No alteration of these provisions will be permitted without prior written approval from the SCAO.

Vendors are instructed to contact the Project Director in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **4.04 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **4.05 Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **4.06 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **4.07 Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the Office of State Court Administrator approves the contract. Upon written notice to the vendor, the State Court Administrator may set a different starting date for the contract. The State will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the State.

### **4.08 Contract Changes - Unanticipated Amendments**

During the course of this contract, the vendor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the vendor a written description of the additional work and request the vendor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided

to justify the cost of such amendments.

The vendor will not commence additional work until the project manager has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the North Dakota Unified Judicial Branch.

#### **4.09 Indemnification and Insurance Requirements**

Vendors must review the attached Service Contract for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Project Director by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from SCAO.

Upon receipt of the Notice of Intent to Award, the successful vendor must obtain the required insurance coverage and provide the Project Director with proof of coverage prior to contract approval. A vendor's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

#### **4.10 Taxes**

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request.

#### **4.11 Proposed Payment Procedures**

SCAO will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the invoice and progress report have been approved by the SCAO project manager.

SCAO will not make any advanced payments before performance by the vendor under this contract.

#### **4.12 Contract Funding**

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

#### **4.13 Payment Terms**

No payment will be made until the State Court Administrator approves the contract.

Payment for commodities and services received under contracts will normally be made within thirty (30) calendar days after receipt and acceptance by the State Court Administrator or after receipt of a correct invoice, whichever is later. Payment inquiries should be directed to the project manager.

#### **4.14 Contract Personnel**

The project manager designated by SCAO must approve any change of the vendor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

#### **4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The successful vendor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. If the project manager determines that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the vendor to make such changes. The vendor will not unreasonably withhold such changes.

Substantial failure of the vendor to perform the contract may cause the State to terminate the contract. In this event, the State may require the vendor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.16 Termination for Default**

If the project manager determines that the vendor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the vendor, terminate the vendor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

#### **4.17 Open Records Laws - Confidentiality**

Any records that are obtained or generated by the vendor under this contract are subject to North Dakota laws and Court Rules regarding public records and handling of confidential information.

#### **4.18 Work Product, Equipment, and Material**

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract, unless otherwise agreed in writing by SCAO.

#### **4.19 Independent Entity**

The vendor is an independent entity under this contract and is not a State employee for any purpose. The vendor retains sole and absolute discretion in the manner and means of carrying out the vendor's activities and responsibilities under the contract, except to the extent specified in the contract.

#### **4.20 Assignment**

Vendor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the vendor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

#### **4.21 Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

## **SECTION FIVE - EVALUATION CRITERIA AND VENDOR SELECTION**

### **5.01 Evaluation Criteria**

In evaluating the proposals, cost will not be the sole factor. The evaluation team may consider other factors, including but not limited to, solution proposed, requirements met, experience, and qualifications.

### **5.02 Oral Presentations**

After any discussions for clarifications and the initial evaluation of proposals received, vendors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to make an oral presentation of the proposed solution for the evaluation committee. If presentations are requested, they will be scheduled between August 7 and August 23, 2006 at an appropriate facility within Bismarck, North Dakota.

Vendors will be responsible for all costs associated with providing the presentation.

## **SECTION SIX - PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

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

### **6.02 Introduction**

Proposals must include the complete name and address of vendor's firm and the name, email address, mailing address, and telephone number of the person SCAO should contact regarding the proposal.

Proposals must confirm that the vendor will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. A vendor's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Solution Proposal**

Vendors must provide a comprehensive response to the Scope of Work specified in Section Three of this RFP. Vendors must also complete the requirements matrix attached to this RFP (see Attachment 2).

### **6.04 Experience and Qualifications**

Vendors must describe the experience of their firm in completing similar projects. Additionally, vendors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Vendors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title
- (b) resume
- (c) description of the type of work the individual will perform
- (d) number of estimated hours for each individual named above

If a vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Vendors must provide 3 reference names and phone numbers for similar projects the vendor's firm has completed. SCAO reserves the right to contact any references provided by the vendor. Vendors are invited to provide letters of reference from previous clients.

### **6.05 Cost Proposal**

All costs associated with the contract must be stated in U.S. currency.

Expenses must be stated using a per diem meal rate of \$31 and a hotel rate of \$50. Many hotels and motels in Bismarck offer rooms at the State rate.

Vendors must complete cost proposal attached to this RFP (see Attachment 3).



## **SECTION SEVEN - STANDARD PROPOSAL INFORMATION**

### **7.01 Authorized Signature**

An individual authorized to bind the vendor to the provisions of the RFP must sign all proposals.

### **7.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03 Conflict of Interest**

Vendors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the vendor's proposal. Determination regarding any questions of conflict of interest will be made by SCAO and is final.

### **7.04 Vendor's Certification**

By signature on the proposal, a vendor certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any vendor fails to comply with the provisions stated in this paragraph, SCAO reserves the right to reject the proposal, terminate the contract, or consider the vendor in default.

### **7.05 Offer Held firm**

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, SCAO will send a written request to all vendors deemed susceptible for award asking vendors to hold their price firm for a longer specified period of time.

### **7.06 Amendments to Proposals and Withdrawals of Proposals**

Vendors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request by SCAO. After the deadline, vendors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Project Director may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and SCAO may retain the vendor's bid bond or other bid type of bid security, if one was required.

### **7.07 Alternate Proposals**

Vendors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be considered.

### **7.08 Subcontractors**

Subcontractors may be used to perform work under this contract. If a vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the vendor must provide the following information concerning each prospective subcontractor within five working days from the date of a request by SCAO:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

A vendor's failure to provide this information, within the time set, may cause SCAO to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Director or project manager designated by SCAO.

### **7.09 Joint Ventures**

Joint ventures will not be allowed.

### **7.10 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the State and may be returned only at the State's option.

Vendors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the vendor must be clearly identified, and the vendor must include a brief statement that sets out the reasons for confidentiality.

### **7.11 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The Project Director or an evaluation committee will evaluate responsive proposals. The evaluation will consider information obtained subsequent to any discussions with vendors determined to be reasonable for award and any oral presentations conducted.

### **7.12 Right of Rejection**

SCAO reserves the right to reject any or all proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Project Director may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and

performance requirements of the RFP.

Vendors may not qualify the proposal nor restrict the rights of the State. If a vendor does so, the Project Director may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Project Director may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

SCAO reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of a vendor determined to be not responsible. SCAO also reserves the right to refrain from making an award if it determines it to be in its best interest.

### **7.13 Clarification of Proposals**

In order to determine if a proposal is reasonably susceptible for award, communications by the Project Director or the proposal evaluation committee are permitted with a vendor to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **7.14 Discussions and Best and Final Offers**

SCAO may conduct discussions or request best and final offers with vendors that have submitted proposals determined to be reasonably susceptible for award. SCAO is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the vendor's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Project Director. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Vendors with a disability needing accommodation should contact the Project Director prior to the date set for discussions so that reasonable accommodation can be made.

### **7.15 Contract Negotiation**

After final evaluation, the Project Director may negotiate with the vendor that is determined to be the most advantageous to the State. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If that vendor fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, SCAO may terminate negotiations and negotiate with

another vendor.

If contract negotiations are commenced, they will be held at:  
North Dakota State Court Administrator's Office  
600 East Boulevard Avenue  
Bismarck, ND 58505

If contract negotiations are held, the vendor will be responsible for all cost including its travel and per diem expenses.

### **7.16 Failure to Negotiate**

If the selected Vendor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Vendor and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the Vendor initially selected and commence negotiations with the next highest ranked Vendor.

### **7.17 Notice of Intent to Award - Vendor Notification of Selection**

After the completion of contract negotiation the Project Director will issue a written Notice of Intent to Award and send copies to all vendors. The Notice of Intent Award will set out the names and addresses of all vendors and identify the proposal selected for award. The scores and placement of other vendors will not be part of the Notice of Intent to Award.

The successful vendor named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful vendor and SCAO sign the contract.

### **7.18 Protest and Appeal**

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the Project Director at least seven calendar days before the deadline for receipt of proposals.

If a vendor wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the Project Director within seven calendar days after the date the Notice of Intent to Award was issued.

## **SECTION EIGHT - ATTACHMENTS**

### **8.01 Attachments**

1. Sample Services Contract
2. Cost Proposal Format

## ATTACHMENT 1

### SAMPLE SERVICES CONTRACT

*THE PARTIES TO THIS CONTRACT ARE THE STATE OF NORTH DAKOTA, ACTING THROUGH ITS UNIFIED JUDICIAL BRANCH (STATE), AND*  
\_\_\_\_\_(CONTRACTOR);

#### **1. SCOPE OF SERVICES**

**CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following solution:**

The requirements contained in the attached RFP describe the required tasks and deliverables expected from CONTRACTOR.

#### **2. TERM OF CONTRACT**

The term of this contract is for a period commencing on the 11th day of September, 2006, and terminating on the 1st day of March, 2007.

#### **3. COMPENSATION**

STATE will pay for the services and products provided by CONTRACTOR under this contract an amount not to exceed \_\_\_\_\_, to be paid according to an agreed to Payment Schedule upon acceptance of deliverables.

#### **4. MERGER AND MODIFICATION**

This Contract, including the following attachments, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. The attachments are:

- a) STATE's Request for Proposal ("RFP");
- b) STATE's response to bidder's questions dated \_\_\_\_\_, 200\_\_;
- c) Scope of services;
- d) CONTRACTOR's proposal dated \_\_\_\_\_. 200\_\_.

This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

#### **5. CONFLICT IN DOCUMENTS**

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence: First – the terms of this Contract, as may be amended; Second - the State's Request for Proposal dated June 23, 2006; and Third - the CONTRACTOR's Proposal.

## **6. TERMINATION OF CONTRACT**

**a. Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

**b. Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

4) Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

**c. Termination for cause.** STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or

2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **7. FORCE MAJEURE**

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR's reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

## **8. RENEWAL**

This contract will not automatically renew.

## **9. SEVERABILITY**

If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

## **10. ASSIGNMENT AND SUBCONTRACTS**

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. However, CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR will not have the authority to contract for or incur obligations on behalf of STATE.

## **11. NOTICE**

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Kurt T. Schmidt  
ND State Court Administrator's Office  
600 E. Boulevard Ave, Dept 180  
Bismarck, ND 58505-0530

## **12. APPLICABLE LAW AND VENUE**

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

## **13. SPOILIATION – NOTICE OF POTENTIAL CLAIMS**

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

## **14. INSURANCE**

Required Coverage. CONTRACTOR shall secure and keep in force during the term of this contract, from insurance companies authorized to do business in North Dakota, the following insurance coverages covering CONTRACTOR for any and all claims of any nature which may in any manner arise out of or result from this contract:

1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

2) Professional errors and omissions, including a three-year "tail coverage



endorsement," with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

3) Workers compensation coverage meeting all North Dakota statutory requirements, including: a) an "all states endorsement" to cover claims occurring outside the State of North Dakota if any of the services provided under this contract involve work outside the State of North Dakota; and b) employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance if CONTRACTOR is domiciled outside the State of North Dakota.

#### **15. INDEMNITY**

CONTRACTOR agrees to defend, indemnify and hold harmless the state of North Dakota, its agencies, officers and employees from any claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise from the Vendor's performance of this agreement, except for claims resulting from or arising out of the State's sole negligence, and except that professional liability claims shall be limited to the Vendor's negligence arising from professional errors and omissions. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement. Further:

**a.** CONTRACTOR, at its own expense, will defend and indemnify STATE against claims that products furnished under this contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.

**b.** CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the contract and conduct its activities so as not to endanger any person or property.

#### **16. ATTORNEY FEES**

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

#### **17. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL**

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

#### **18. CONFIDENTIALITY**

Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. Absent a court order, STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and which STATE determines in its sole discretion is protected from public disclosure. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

#### **19. INDEPENDENT ENTITY**

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

#### **20. PREPAYMENT**

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

#### **21. COPYRIGHT**

No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

#### **22. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

#### **23. REPRESENTATIONS AND WARRANTIES**

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further

represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party.

CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF NORTH DAKOTA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT 2

The table below identifies the required functionality to be included in the new Jury Management system. All functionality must be included in the Vendor's Proposal.

Vendors must enter one of the following codes in the "codes" column identifying their response to the individual requirement. Vendors may add additional text explaining their response:

- ❖ I – The required functionality and/or service is included in the base product and can be demonstrated
- ❖ M – The required functionality and/or service is available in the base product but customization is required to fully meet the requirement. The required customization is included in the proposed cost.
- ❖ A – The required functionality and/or service is available but is not in the base product. Indicates that the Vendor has developed the solution for another client and that another client can verify it. The cost for providing the requirement is included in the proposed cost.
- ❖ C – The required functionality and/or service will be customized / developed specifically for the SCAO and is included in the proposed cost.
- ❖ N – The required functionality and/or service will not be provided and is not included in the Proposal.

If vendors include supporting documentation, they must list the page number within that documentation that illustrates the functional requirement and capabilities of their system.

## REQUIREMENTS MATRIX FORMAT

Requirement	Vendor Response Code	Vendor Description and Vendor Documentation Page Number, if provided
<b>Database Creation</b>		
Provide the ability to import citizen data from multiple sources, including voter lists and driver's license data.		
Provide the ability to manually enter voter lists.		
Provide the ability to maintain a centralized database allowing for multiple jurisdiction jury selection and processing.		
Provide the ability to 'roll-up' names to eliminate the duplication of names.		
Provide the ability to identify persons that are deceased or permanently excused.		
Provide the ability to identify persons with a unique identifier.		
<b>Create Master panel</b>		
Provide the ability to randomly select names from the centralized database from within a given jurisdiction.		
Provide the ability for the clerk to specify the number of names to randomly select.		
Provide the ability to store the selected names for a period of time as determined by the clerk.		
Provide the ability to merge and print a juror's name, address and identification data from the master panel with a customized document.		
Provide the ability to identify the date, time and location (ex. courtroom) on the summons where the potential juror is to report.		
Provide the ability to print an		

identification card to be included with the summons.		
<b>Process Questionnaire</b>		
Provide the ability for the clerk to update the master panel with demographic data returned on the questionnaire.		
Provide the ability for the clerk to update the master panel with Temporary excusal Periods (beginning and ending dates) and a list-driven reason for excusal.		
Provide the ability for the clerk to update the master panel with a permanent excusal and a list-driven reason.		
Provide the ability for a juror's permanent excusal to be updated in the centralized database.		
Provide the ability to randomly select persons from the master panel and associate them with a group identifier also known as trial identifier.		
Provide the ability to identify prior jury service of an individual so they can be excluded from selection of a similar trial within a particular time frame.		
Provide the ability to extract a list of individuals which have been excused from a panel and notify them by a customized letter of that fact.		
Provide the ability to create a demand report of the potential jurors that do not appear for service including contact information.		
<b>Jury Selection</b>		
Provide the ability to create a demand report of the potential jurors that have appeared for service (alphabetically and randomly).		

Provide the ability to create a demand report of the potential jurors which is used by attorneys.		
Provide the ability to generate a demand report to take jury daily attendance.		
Provide the ability to generate an alphabetical list of jurors to be used during pre-emp challenges (clerks notes).		
Provide the ability to reuse or re-open a case number if it has been continued.		
Provide the ability to assign potential jurors from one sub-panel group to another sub-panel group.		
Provide the ability to remove an unused panel and to reinsert the removed panel.		
Provide the ability to change juror characteristics on a panel such as, but not limited to name, address, excusal dates, group ID, qualified.		
<b>Trial Completion</b>		
Provide the ability to create custom documents for specific juror or specific panel.		
Provide the ability to generate an excusal/Employer Letter upon request for selected jurors.		
Provide the ability to calculate mileage reimbursements for each juror.		
Provide the ability to calculate the daily reimbursements for each juror.		
Provide the ability to maintain mileage reimbursement rates with effective dates.		
Provide the ability to maintain multiple daily rates based on service.		
Provide the ability to generate cost reports, worksheets, completion notifications and		

other information items by group and electronically forward them for approval.		
Provide the ability to create an export database by group with costs and electronically forward them for payment.		
Provide the ability for electronic approval/signatures.		
Provide the ability to electronically forward clerks notes as appropriate.		
Provide the ability for jury statistical data to be retrieved centrally by the State Court Administrator's Office.		
<b>Miscellaneous</b>		
Provide the ability to generate a jury seating chart.		
Provide the ability to interface with interactive voice response systems.		
Provide the ability for potential jurors to complete their summons questionnaire and check for informational updates via the Web		
Provide the ability for jurors to donate or forfeit their accumulated pay.		
Provide the ability to display or print all reports.		
Provide the ability to maintain sub-panel properties including but not limited to judge, group ID, date of the trial and location of the trial.		
Provide the ability to search the juror database by juror ID, juror name, group ID, address and trial dates.		
Provide the ability to generate an exit questionnaire upon demand or as part of completing the trial and allow for selection of all those summoned or just those that were chosen to serve.		
Provide the ability to generate		



name and address labels of various sizes.		
Provide the ability to maintain jury history data for up to ten (10) years.		
Provide the ability to assign user permissions to panels and sub-panels.		
Provide the ability to generate statistical reports as allowed through the use of user permissions (users with greater authority can access data across borders).		
Provide the ability to maintain application properties, system properties, security settings and other management functions through tables.		
Provide the ability to maintain custom forms by identified units such as county or district; and to print custom forms for a specific jury or panel.		
Provide the ability to create ad-hoc reports.		
Provide extensive and specific user manuals and/or online help files.		
Provide user training to facilitate successful operation of the system.		
Provide the ability to use and generate bar codes, including interfacing with bar code readers.		
System must operate successfully in 54 + locations linked via a distributed wide area network.		
System must operate within citrix environment.		

**ATTACHMENT 3**  
**COST PROPOSAL FORMAT**

Description	Cost
COTS Product. Consists of the software proposed.	
Implementation Services. Consists of the services proposed.	
Training Services. Consists of training support staff in the SCAO and users statewide.	
Describe any other costs associated with this solution and define the amount.	
<b><i>Firm fixed price for all work as described in RFP and Proposal.</i></b>	
1, 2, and 3 year support/maintenance costs.	
Estimated travel related expenses.	