

**Judicial Branch  
PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager  
FROM: The Administrative Office of the Illinois Courts  
DATE: March 2011  
SUBJECT: Illinois Supreme Court's e-Business Initiative

- Invitation for Bids (IFB)
- Request for Proposals (RFP)
- Request for Proposals Professional and Artistic Services (RFP P&A)

The Administrative Office of the Illinois Courts (AOIC) is requesting offers from responsible vendors to meet the Judicial Branch's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

This solicitation is for proposals to design, develop, and deliver a functional e-Business prototype as described in this RFP and information packet. The Supreme Court's e-Business Initiative provides centralized applications and services that facilitate the electronic filing of documents to trial courts, allows electronic guilty pleas, and develops a trial court and probation department data warehouse. By centralizing these applications through the Court's Judicial Portal, based upon the exchange of data with each trial court, modifications and costs are minimized for each trial court and probation department to participate in e-Business activities; uniform procedures exist for attorneys, the general public, and stakeholders across the state; and all Illinois counties are better able to offer e-Business commerce to their constituents.

Proposals are welcomed from all organizations experienced and able to respond to the requirements in this RFP and deliver a functional e-Business system, including application development, implementation of uniform procedures, statewide data exchange standards, and the other technologies / components described in this information packet.

Brief Description:

This RFP solicits proposals from experienced vendors for professional services in the design, development, and implementation of a prototype demonstrating the Court's e-Business initiative. The selected vendor is expected to provide professional services using multiple IT skill sets, including networking, security, electronic and digital certificate technologies, XML data exchanges, a high level of knowledge and experience with Oracle's relational database products (infrastructure, database administration, programming, reporting). This project will also require individuals dedicated to project management and documentation to detail the standards, technology, and oversee a project plan for successful implementation of the e-Business system described herein.

The e-Business initiative and the work of this RFP will yield a prototype demonstrating electronic filing, online electronic guilty pleas, data repositories, and analytical reporting capabilities of trial court and probation department case information. The Court's e-Business initiative relies on standards, uniform practices, and technology to develop electronic commerce in Illinois' twenty-three judicial circuits,



comprised of 102 counties and 65 probation departments. There are approximately 12 trial court case management systems (CMS) in the state's 102 counties, which include six vendor-owned case systems and six CMS developed and supported by the county (in-house developed). There are 13 Probation Department case management systems, consisting of 11 vendor-owned systems, two in-house developed probation systems, and three departments without a CMS. The AOIC will identify a small number of trial courts and probation departments to participate with the AOIC and the selected vendor in this project.

The Court's e-Business strategy centers on the exchange of information with the trial courts and probation departments to/from the Court's central e-Business applications. This concept ensures that the judicial circuits retain their autonomy and responsibility for record keeping and continue to manage the operation of their local technologies. The Court's initiative will develop and support central applications that facilitate electronic business processes using standards and uniform procedures for each specific e-Business application (i.e., electronic filing, electronic guilty pleas, electronic warrants, data collection).

The vendor's proposal is to be consistent with the two phases described in this RFP, each including project plans, time lines, costs, and requirements. This RFP consists of a Discovery phase and a Prototype Delivery phase. The vendor's proposal describing the Discovery phase should be exact, as the AOIC will use this information in the contract with the selected vendor. However, it is understood that the information provided for the Prototype Delivery phase will be somewhat of an estimate until the completion of the Discovery phase. However, using the objectives described in this RFP and the vendor's experience, a reasonable time-line, cost, and project plan describing the Prototype Delivery phase is anticipated in this proposal.

The Discovery phase is expected to be concluded ninety (90) days from the execution of a contract. The Discovery phase allows the selected vendor an opportunity to gather information, specifications, and identify deliverables necessary to successfully implement a functional e-Business prototype between the Court's e-Business applications and the trial courts and probation departments participating in this project. In addition to the information listed above, the Discovery phase is to yield an accurate time line, cost, detailed project plan, and requirements document to guide the design and delivery of the e-Business prototype. Once this information is received, the AOIC will authorize proceeding with the Prototype Delivery phase and its specific deliverables.

The second phase is the Prototype Delivery phase, which is anticipated to take approximately 12 to 15 months. Using the requirements document and information gathered in the Discovery phase, the Prototype Delivery phase is to design, develop, and implement a functional e-Business prototype demonstrating electronic commerce as described in this RFP. The e-Business prototype is to demonstrate the defined e-Business functions that can be replicated throughout all trial court and probation offices.

Upon completion of the RFP process, the selected vendor is expected to enter into a binding contract with the Administrative Office of the Illinois Courts (AOIC), which will include the contractual terms as specified in this RFP and agreed to by both parties.

This solicitation package consists of the following sections:

- 1) Instructions for Submitting Offers (Pages 4 through 9)  
This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page," will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".

- 2) Solicitation Response Forms (Pages 10 through 38)  
We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.
  
- 3) Statement of Work (Appendix A)  
A Statement of Work (SOW) has been provided identifying the requirements and technology specifications for delivering a working e-Business prototype as described in this RFP and SOW. The vendor's proposal is expected to describe the approach, detail and list the technologies planned, project costs, time lines, and a project plan.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. Do not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.



**INSTRUCTIONS FOR SUBMITTING OFFERS**  
**(CUSTOM PAGE)**

**1.1 SUBMIT OFFERS TO:**

Administrative Office of the Illinois Courts  
JMIS Division  
3101 Old Jacksonville Road  
Springfield, IL 62704  
Attn: Skip Robertson, Assistant Director, JMIS

Electronic Format Requested YES  
(Note: Offers will be opened at the above address.)

**1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** April 29, 2011  
**Time:** End of Business

**1.3 NUMBER OF COPIES:** Submit a signed original and Ten (10) copies of your offer in a sealed container. *If this is a Request for Proposals, submit price in a separate sealed envelope in the Offer Container.*

**1.4 OFFER FIRM TIME:**      Days from Opening

**1.5 SECURITY:** Offer \$      N/A      Performance \$      N/A     

**1.6 VENDOR CONFERENCE/SITE VISIT:**   \* Yes      No  
**Mandatory Attendance:**      Yes   \* No

**Date and Time:** March 30, 2011, 10:00 a.m. CST  
**Location:** Chicago and Springfield AOIC offices

**\*Notice of attendance required for space considerations:**

Notice of Attendance Date: March 25, 2011  
Contact: (217) 785-3272

**1.7 PROJECT CONTACT:**

Administrative Office of the Illinois Courts  
JMIS Division  
3101 Old Jacksonville Road  
Springfield, IL 62704-6488  
Attn: Skip Robertson

Phone: (217) 785-3906  
Email: srobertson@court.state.il.us

**1.8 PROTEST REVIEW OFFICE:**

Administrative Office of the Illinois Courts  
Kathleen L. O'Hara  
3101 Old Jacksonville Road  
Springfield, IL 62704-6488

Phone: (217) 785-8446  
Fax: (217) 557-8211  
Email: kohara@court.state.il.us



**1.9 SMALL BUSINESS SET-ASIDE:** Yes \_\_\_\_\_ No . If "Yes" is marked this has been set-aside for award to small businesses (Section 45-45 Judicial Branch Procurement Code). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$3,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, request a copy of the Judicial Branch Procurement Code.

**1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "ILCS." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes.

**1.11 SUBMISSION OF OFFER.** (See Project Contact section - 1.7). You may mail or hand deliver offers, including amendments. We do not accept computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery and at the delivery site.

**1.12 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer are required (See CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The Judicial Branch may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited ILCS). We are not required to grant exceptions and depending on the exception requested, your offer may be rejected.

**1.13 MODIFICATION / WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the Judicial Branch prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.

**1.14 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the Judicial Branch PROJECT CONTACT (see CUSTOM PAGE). Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Judicial Branch Project Contact. We will provide written answers to questions of a general nature or which would affect the solicitation. We will send them to all eligible recipients of the solicitation. Only written answers to questions shall be binding on the Judicial Branch.

**1.15 VENDOR CONFERENCE/SITE VISIT.** (See CUSTOM PAGE). If so designated on the CUSTOM PAGE, attendance is a mandatory condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the Judicial Branch's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

**1.16 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the Judicial Branch Project Contact. We will issue written instructions, if appropriate.

**1.17 OPENING.** (See CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of



the Judicial Branch and will not be returned except in the case of a late submission.

**1.18 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.

**1.19 OFFER FIRM TIME.** (See CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.

**1.20 SECURITY.** (See CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.

**1.21 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.

**1.22 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and conditions set forth in this solicitation.

**1.23 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt of a notice of award is not equivalent to a contract with the Judicial Branch. Protested awards are subject to resolution of the protest.

**1.24 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the Judicial Branch's best interest, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation, to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.

**1.25 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted. However, we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized Judicial Branch official(s).

**1.26 COMMENCEMENT OF WORK.** If you begin any billable work prior to the Judicial Branch's final approval and execution of the contract, you do so at your risk.

**1.27 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the Judicial Branch's benefit only and is to provide the Judicial Branch with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the Judicial Branch.

**1.28 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact



person for all matters pertaining to the offer unless you designate some other person in writing.

**1.29 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.

**1.30 PUBLIC INFORMATION.** Upon award, the name of the successful vendor and price will be made available to the public to allow for meaningful review and protest. Upon award, we will disclose only the record (name, and in the case of IFBs, the price) of the unsuccessful offers.

**1.31 PUBLIC CONTRACTS NUMBER.** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.

**1.32 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from [www.sos.state.il.us/departments/business\\_services/bca.html](http://www.sos.state.il.us/departments/business_services/bca.html).

**1.33 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.

**1.34 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly showing any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.

- a) **CONTRACT FOR SUPPLIES AND SERVICES.**  
This is the part of the solicitation that shows what is required in terms of specifications, contract terms and other requirements. The Contract for Supplies and Services is arranged as follows:

Contract Format and Signature - (page 10)  
Term of Contract - (page 11)  
Description of Supplies and Services - (page 12)  
Pricing/Compensation - (page 14)  
Standard Terms, Conditions and Certifications - (page 15)  
Supplemental Terms and Conditions - (page 23)  
Vendor Provided Additional Material and Exceptions - (page 24)

The Contract Format and Signature identifies the parties and the other elements of what will be the contract. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the Judicial Branch's forms with the offer) as modified by any exceptions properly noted. The Judicial Branch may accept your offer as submitted by signing the Contract Format and Signature page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you.

Show price information in the Pricing/Compensation attachment. **When responding to a**



**Request for Proposals, place this attachment in a separate sealed envelope in the offer container.**

Any Supplemental Terms and Conditions required by the Judicial Branch will be noted, attached and will supersede anything to the contrary in the Standard Terms and Conditions.

The attachment, Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose.

- b) **VENDOR PREQUALIFICATION.**  
You must sign the "Vendor Prequalification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your offer. The "Vendor Prequalification" section is arranged as follows:

Vendor Prequalification Format and Signature - (page 25).

Business and Directory information - (page 26).

References - (page 27).

Illinois Department of Human Rights (IDHR) Public Contract Number - (page 28).

Minority, Female, Person with a Disability Status and Subcontracting - (page 29).

Conflict of Interest Disclosures - (page 30).

Disclosure of Business in Iran - (page 35).

Business Entities - Registration with the State Board of Elections - (page 37).

Taxpayer Identification Number - (page 38).

**1.35 CRITERIA FOR EVALUATION AND AWARD.** We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a) **Administrative Compliance.** We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submit it late. Failure to meet other requirements could result in rejection.
- b) **Vendor Responsibility.** We will determine whether the Vendor submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, experience, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A vendor must at all times have financial resources sufficient, in the opinion of the Judicial Branch, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **Evaluation of "responsiveness" and "price"** differ depending on the type of solicitation. The evaluation and award criteria for each type of solicitation (Invitation for Bids, Request for Proposals, and Request for Proposals for Professional and Artistic Services) are shown in the following subsections (d) and (e). Only the appropriate subsection (d or e) applies to this solicitation. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing



the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the Judicial Branch's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to eliminate offers that we deem unacceptable.

- d) Invitation for Bids. We will identify the lowest cost offer and may rank the others in order of price. The responsible Vendor who submitted the lowest cost offer that meets "administrative" and "responsiveness" requirements shall be eligible for award.
- e) Request for Proposals (including for Professional and Artistic Services). We will determine how well offers meet our requirements in terms of "responsiveness" to the specifications. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified). Maximum point valuations by element are: Thoroughness and responsiveness to RFP requirements (25 points); Professional Qualifications (15 points); Technical experience and integration and use of technology (25 points); Time line and implementation plan (15 points); Cost Estimates (15 points); and Completion/Submission of Response Forms (5 points). References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" offeror whose offer meets "administrative" requirements and whose offer is most advantageous shall be eligible for award. If we do not consider the price submitted in response to any type of RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked vendor. We will determine whether the price is fair and reasonable by considering the offer, including the vendor's qualifications, the vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- f) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, the offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

**END OF INSTRUCTIONS**

## CONTRACT FOR SUPPLIES AND SERVICES

The undersigned AOIC and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT consisting of this page and the attachments described below.

1. TERM OF CONTRACT: The term of this CONTRACT and provisions for renewal and termination are as specified in this attachment.
2. DESCRIPTION OF SUPPLIES AND SERVICES: VENDOR shall provide the supplies and/or perform the services specified in this attachment.
3. PRICING/COMPENSATION: AOIC shall pay VENDOR for the supplies and/or services contracted in accordance with the rates or prices established in this attachment.
4. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS: Standard terms, conditions and certifications applicable to this CONTRACT are specified in this attachment.
5. OTHER ATTACHMENTS: Additional terms and conditions are shown in the following attachments:  
 Agency Supplemental Terms and Conditions Yes  No   
 Vendor Provided Additional Material and Exceptions Yes  No

In Witness whereof, AOIC and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

VENDOR (show Company name and DBA)

Administrative Office of the Illinois Courts

\_\_\_\_\_

\_\_\_\_\_

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

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

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

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## TERM OF CONTRACT

1. Beginning and end date of initial term.

The contract will begin the date of execution and continue consistent with the requirements mutually agreed upon in the Standard Vendor Agreement for Goods and Services.

2. Renewal.

Renewal will be subject to need, availability of funds, performance, and approval of the AOIC.

3. Early Termination. The Judicial Branch reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, AOIC shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

## DESCRIPTION OF SUPPLIES AND SERVICES

1. Need for Supplies and Services.

This RFP solicits proposals from experienced vendors for professional services in the design, development, and implementation of a prototype demonstrating the Court's e-Business initiative. The selected vendor is expected to provide professional services using multiple IT skill sets, including networking, security, electric and digital certificate technologies, XML data exchanges, a high level of knowledge and experience with relational databases, in particular Oracle products (Oracle database administration, programming, reporting). This project will also require individuals dedicated to project management and documentation to detail the standards, technology, and oversee a project plan for successful implementation of the e-Business system described herein.

2. AOIC's Goal.

The purpose of this Request for Proposal (RFP) is to solicit proposals from experienced vendors for the development of a functional prototype demonstrating electronic filing, online electronic guilty pleas, data repositories, and analytical reporting capabilities of trial court and probation department case information.

The vendor will develop e-Business applications and technologies, initiated and hosted on the Court's database infrastructure in its Springfield, IL Data Center. These central applications will exchange data with the case management systems and database systems in the trial courts, probation departments, and other judicial stakeholders. The central e-Business applications will provide a workflow where trial courts can incorporate the central applications with their county-based applications to minimize the cost and impact on trial court technologies. The selected vendor will work closely with the AOIC to develop uniform procedures, central e-Business applications, data exchange standards, and a workflow for electronic filing of trial court documents, online electronic guilty pleas and payment of traffic and conservation tickets, and e-Business reporting capabilities. This project will include working with a select number of trial court and probation departments to deliver the functional e-Business prototype.

A Statement of Work (SOW) has been provided to describe and detail the requirements of the e-Business prototype. This SOW is not intended to identify all of the requirements for the e-Business system. It is only a framework identifying critical areas which are to be described in the vendor's proposal.

3. Project Requirements.

The vendor is to submit a proposal which responds to the items identified in this Request for Proposal (RFP) and Statement of Work (SOW). This project will include two phases, namely – 1) a discovery phase and 2) a prototype implementation phase. The purpose of the two phases is to allow the selected vendor, working closely with the AOIC and other judicial stakeholders, to gather information and develop detailed specifications, standards, and procedures (discovery phase) to be used to guide the design and development of the e-Business system (prototype implementation phase).

Using the information provided in this RFP and information packet, the vendor's proposal is to provide the costs, cost structure (time / material vs. fixed, etc.), time lines, resource requirements, and a detail project plan for both the discovery phase and the prototype implementation phase of this project. The cost, time line and plan for the discovery phase will be considered actual, while it is understood that the cost, time line and project plan for the prototype implementation phase may be budgetary and may change as a result of the information identified in the discovery phase.

The discovery phase is an opportunity for the selected vendor to gather details and identify procedures, workflow, and standards for use in the functional e-Business prototype. The



discovery phase will produce a detailed requirements document to guide the development of electronic filing, electronic guilty pleas, and the trial court and probation data repositories. The discovery phase is to detail the screens and parameters required to compile the Court's statistical and analytical reporting needs for all e-Business applications. The discovery phase should identify and detail the security system and identity management components necessary to support all aspects of the e-Business initiative for authentication, data exchange, signature, and other access requirements.

At the end of the discovery phase, the vendor will provide the AOIC with a requirements document, revised specifications and project plan targeting the delivery of the e-Business system. The AOIC will review the updated information, revise it as necessary, and provide authorization to the vendor should the decision be to proceed with the prototype implementation phase. It is expected that the selected vendor will have the necessary and available resources to complete the discovery phase within 90 days from the contract's execution date.

4. Qualifications of Vendor and/or Vendor's Staff or Other Individuals Who Would Perform this Contract.

a) What is needed or expected.

Proposals for this RFP will be accepted from qualified vendors with a record of successful implementation of similarly sized and scoped projects. The vendor will act in concert with the AOIC through all phases of this project. The selected vendor is expected to oversee the work of their tasks and provide status reports to the AOIC throughout this project.

b) References.

Please complete Page 27, References

5. Performance Security Bond. N/A

If applicable, Vendor shall provide a performance bond equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. For public works contracts, performance bond requirements will be found in Agency Supplemental Terms and Conditions.

6. Subcontracting/Joint Ventures.  Allowed  Not Allowed

The Judicial Branch intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the contract.

If Vendor is providing Professional and Artistic Services, the names of subcontractors and amounts to be paid to each must be disclosed. The AOIC may require the same or similar information in relation to contracts for other supplies or services. Subcontractors are subject to approval of the AOIC.

## PRICING/COMPENSATION

Detail pricing/compensation requirements with at least the following categories of information. **FOR REQUESTS FOR PROPOSALS OF EITHER TYPE, SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

1. Method and Rate of Compensation. Identify the method of charging (hourly, daily, project, item, or other method) and provide the rate or price for each type of supply or service. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.
2. Expenses. Travel and expenses are to be included in the compensation described above.
3. Payment Terms and Conditions (including when paid, frequency and retainage). The Vendor shall submit invoice, no more frequently than monthly, to the Administrative Office of the Illinois Courts. Each invoice shall be of sufficient detail to relate to the costs therein to the work performed by the individual and to the proposal submitted by the Vendor. Vendor shall be reimbursed for reasonable, necessary, and allowable expenses incurred in accomplishing this project.



## STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including Section 20-60 of the Judicial Branch Procurement Code. If the term begins on execution, the term begins when the Judicial Branch executes the CONTRACT. If the commencement of performance is delayed because the CONTRACT is not executed by the Judicial Branch on the start date, the Judicial Branch may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
  
2. **BILLING:**
  - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the AOIC. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AOIC no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
  - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The Judicial Branch does not warrant the interest component of any payment, including installment payments which are exempt from income tax liability.
  - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
  
3. **PAYMENT:**
  - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
  - b) The AOIC shall not be liable to pay for any supplies or services, including related expenses, subject to this CONTRACT and incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AOIC obtaining suitable appropriation of funds.
  - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AOIC that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.
  - d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
  - e) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
  
4. **AVAILABILITY OF APPROPRIATIONS (Section 20-60 of the Judicial Branch Procurement Code):** The AOIC shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AOIC's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AOIC shall determine



whether amounts appropriated are sufficient. The AOIC shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR's obligation to perform shall cease upon receipt of the notice.

5. **CONSULTATION:** VENDOR shall keep the AOIC fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AOIC the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **PERFORMANCE REVIEWS:** The Judicial Branch may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the Judicial Branch in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the AOIC's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (Section 20-65 of the Judicial Branch Procurement Code):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AOIC, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Judicial Branch for the recovery of any funds paid by the State and the Judicial Branch under the CONTRACT for which required books and records are not available to support the purported disbursement.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the AOIC and shall in any event be performed so as to minimize inconvenience to the AOIC and its personnel and minimize interference with the AOIC's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the Judicial Branch or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR's duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AOIC determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
  - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AOIC's prior written consent. In the event the AOIC consents, the



terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AOIC for review and approval upon request.

- b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT (Section 35-40 of the Judicial Branch Procurement Code).
  - c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AOIC shall have the option to accept a substitute or to terminate the CONTRACT.
12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AOIC, VENDOR may meet the license requirement through a subcontractor.
13. **MAINTENANCE ASSURANCE:**
- a) The AOIC reserves the right to maintain any equipment purchased under this CONTRACT using AOIC personnel or third-party maintainers. In such case, VENDOR shall provide the AOIC or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AOIC reserves the right to return to VENDOR's maintenance following written certification by VENDOR that the equipment is eligible for VENDOR's maintenance. VENDOR's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AOIC shall be without penalty or sanction by VENDOR.
  - b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AOIC at no cost adequate documentation and access to specialized or proprietary tools to allow the AOIC or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the AOIC.
14. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**
- a) Any documents or information obtained by VENDOR from the AOIC in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AOIC.
  - b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the Judicial Branch, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AOIC all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AOIC shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the Judicial Branch except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by



VENDOR without such limitation.

- c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and utilizes in the performance of this CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AOIC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

**15. WARRANTY:**

- a) VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the Judicial Branch to use, the supplies and services being provided and that the Judicial Branch may use same without suit, trouble or hindrance from VENDOR or third parties.
- b) VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the Judicial Branch, immediately take all necessary actions to cure the breach.

**16. LIABILITY AND INSURANCE:**

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the Judicial Branch, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the AOIC's facility. VENDOR shall do nothing to prejudice the Judicial Branch's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the Judicial Branch's request and expense, furnish to the Judicial Branch reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Judicial Branch in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AOIC and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AOIC. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c) VENDOR shall, without limitation, at its expense defend the AOIC against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AOIC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any



matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AOIC's use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the Judicial Branch the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AOIC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the AOIC may incur to acquire substitute supplies or services.

- d) AOIC assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
  - e) Neither party shall be liable for incidental, special or consequential damages.
17. **TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
18. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the Judicial Branch during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AOIC's Director if VENDOR solicits or intends to solicit for employment any Judicial Branch employees during the term of this CONTRACT. The Judicial Branch has no authority to contractually refuse to hire VENDOR's employees who apply to the State for employment.
19. **BACKGROUND CHECK:** The AOIC may conduct criminal and driver history background checks of VENDOR's officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at Judicial Branch facilities. Any officer, employee or agent deemed unsuitable by the AOIC must be replaced immediately.
20. **LEGAL ABILITY TO CONTRACT**
- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
  - b) VENDOR is not in default on an educational loan (5 ILCS 385/3).
  - c) VENDOR has informed the Director of the AOIC in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
  - d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (Section 50-5 of the Judicial Branch Procurement Code).
  - e) If VENDOR has been convicted of a felony, at least five years have passed after the date



of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (Section 50-10 of the Judicial Branch Procurement Code).

- f) VENDOR, or any affiliate, is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges that the AOIC Director may declare the contract void if this certification is false (**Section 50-11 of the Judicial Branch Procurement Code**), or if VENDOR, or any affiliate, later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**Section 50-60 of the Judicial Branch Procurement Code**).
- g) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**Section 50-25 of the Judicial Branch Procurement Code**).
- h) VENDOR is not in violation of the "Revolving Door" section of the Judicial Branch Procurement Code (**Section 50-30 of the Judicial Branch Procurement Code**).
- i) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (**Sections 50-40, 50-45, 50-50 of the Judicial Branch Procurement Code**).
- j) Pursuant to the Drug Free Workplace Act, VENDOR will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to contracts of \$5000 or more with individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- k) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (**30 ILCS 582**).
- l) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- m) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- n) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).

21. **CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AOIC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited to, conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), the Judicial Branch Procurement Code (**Section 50-13**), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the AOIC Director pursuant to Section 50-20 of the Judicial Branch Procurement Code. An exemption is necessary if the person intending to contract with the Judicial Branch, their spouse or minor child:
- a) holds an elective office in Illinois;
  - b) holds a seat in the Illinois General Assembly;
  - c) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
  - d) holds an appointed position or is employed in any of the offices or agencies of the State



government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$102,550.20**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)

- e) the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$170,917**).
  - f) the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$341,834**) from the firm, partnership, association or corporation.
22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AOIC may terminate this CONTRACT without penalty to the Judicial Branch or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AOIC giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
24. **ANTITRUST ASSIGNMENT:** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Judicial Branch does not unlawfully discriminate in employment, contracts, or any other activity.
26. **APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Judicial Branch Procurement Code and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the Judicial Branch arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The Judicial Branch shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes.
27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AOIC shall be sent to the Administrative Director of the AOIC

at AOIC's headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

28. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.



**SUPPLEMENTAL TERMS AND CONDITIONS**

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- Public Works Requirements.\*
- Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2000 per year).\*
- Prevailing Wage (all printing contracts).\*
- Prohibition on Contingent Fees (certain federally funded contracts). As required by federal regulations, guidelines, and requirements, no contingency costs may be paid for with funds from this contract. Specifically, contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening are unallowable.
- Other (describe)
- Additional Terms and Conditions

\*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site ([www.state.il.us/agency/idol](http://www.state.il.us/agency/idol)). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

## VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

### **Additional Material (mark one)**

- No other material included
- Other material included (describe--attach additional pages if needed)
- Resume or curriculum vitae demonstrating professional qualifications requirements contained within this RFP**
- Form W-9 Request for Taxpayer Identification Number and Certification\***
- Proposal Format**

The proposal should be typed on 8½ x 11 paper using 12-point font with one-inch margins. A table of contents should be included to identify the sections and parts of the proposal. All sections should be clearly numbered and have clear headings corresponding to the table of contents. Emphasis should be placed on accuracy, completeness, and clarity of content and intentions, with respect to the requirements in this RFP.

- Summary
- Project Proposals / Strategy (Description of activities / method(s) to meet the project requirements and statement of work.
- Implementation / Action Plan (and time line)
- Budget Pages

### **Exceptions (mark one):**

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

\*Form W-9 Request for Taxpayer Identification Number and Certification can be accessed by calling the IRS at 1-800-TAX-FORM or on the web at [www.irs.gov](http://www.irs.gov).



**VENDOR PREQUALIFICATION  
GENERAL**

PREQUALIFICATION. We must have the General Prequalification information described below.

[At some future time we may also establish "Category" prequalification which covers a type of supply or service (such as for office supplies or janitorial services), or "Specific Procurement" prequalification, which would apply to a particular procurement only.]

GENERAL PREQUALIFICATION. This is information of general applicability and consists of the attached forms:

- Business and Directory Information
- References
- Illinois Department of Human Rights (IDHR) Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Conflict of Interest Disclosures
- Disclosure of Business in Iran
- Business Entities – Registration with the State Board of Elections
- Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AOIC with the understanding AOIC will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AOIC.

Vendor (show official name and DBA)

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone/Fax \_\_\_\_\_

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

### Business and Directory Information

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Billing Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).
9. Length of time in business.
10. Annual Sales for Vendor's most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.



### References

Provide references from established firms or government agencies (four preferred; two of each type preferred) other than the procuring agency that can attest to your experience and ability to perform the contract subject of this solicitation.

1. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

2. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

3. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

4. Firm/Government Agency (name)

Contact Person (name, address, phone)

Date and type of Supplies/Services Provided

**Illinois Department of Human Rights (IDHR) Public Contract Number**

**(775 ILCS 5/2-105)** If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the issuance date of this solicitation, you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) \_\_\_\_\_.

\_\_\_\_\_ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365 day period immediately preceding the issuance date of this solicitation.

DHR Public Contracts Number \_\_\_\_\_

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR \_\_\_\_\_.

**NOTICE:**

**Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0. If your organization holds an expired number, you must re-register with DHR by completing the required form.**

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.



**Minority, Female, Person with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575/1) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) \_\_\_\_\_

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes No  
If "Yes," check each that applies.

Category

Minority  
Female  
Person with Disability  
Disadvantaged

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services  
Women's Business Development Center  
Chicago Minority Business Development Council  
Illinois Department of Transportation  
Other (identify)

Category

Minority  
Female  
Person with Disability  
Disadvantaged

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes (attach copy) No

If "No", will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes No

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes No

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified vendors you plan to use.

**CONFLICT OF INTEREST DISCLOSURES**

**Instructions.** The Judicial Branch Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**Sections 50-13 and 50-35**).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$25,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

**Vendor Information.** This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, d.b.a. and parent):

(Name of vendor): \_\_\_\_\_

(d.b.a., if used): \_\_\_\_\_

(Name of any parent organization): \_\_\_\_\_

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

Contact Person:

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

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

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

Phone/Fax: \_\_\_\_\_

**Section 1**    **Sec. 50-13 Conflicts of Interest.**

- a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State



government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$102550.20]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

- b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$170,917.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$341,834.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- f) Exceptions.
  - 1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
  - 2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
  - 3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
  - 4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
  - 5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

\_\_\_\_\_

No Conflict of Interest

\_\_\_\_\_

Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual.

**Section 2: Disclosure of Financial Interest in the Vendor**

All vendors, except for publicly traded corporations subject to SEC reporting requirements must complete subsection "a," below. Publicly traded corporations may complete subsection "b".

- a) **General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank \_\_\_\_\_, skip Section 3, but complete Section 4.

Ownership exceeding 5% ( )  
Ownership value exceeding \$106,447.20 ( )  
Distributive Income Share exceeding 5% ( )  
Distributive Income Share exceeding \$106,447.20 ( )

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

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

For each individual identified above, show:  
the dollar value of the ownership interest: \$ \_\_\_\_\_  
or  
the proportionate share of the ownership interest: \_\_\_\_\_%\*  
and  
the type of ownership/distributable income share:  
sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_ other (explain) \_\_\_\_\_

\* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% \_\_\_\_\_ 1 up to 2% \_\_\_\_\_ 2 up to 3% \_\_\_\_\_ 3 up to 4% \_\_\_\_\_  
4 up to 5% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 1.5% \_\_\_\_\_  
and as appropriate in additional 0.5 increments \_\_\_\_\_%

- b) **Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Judicial Branch Procurement Code. FORM SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k \_\_\_\_\_, 20f \_\_\_\_\_, or 40f \_\_\_\_\_.



**Section 3: Disclosure of Potential Conflicts of Interest.**

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

a.	State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4"].	Yes ____	No ____
b.	State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes ____	No ____
c.	Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ____	No ____
d.	Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son or daughter.	Yes ____	No ____
e.	Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.	Yes ____	No ____
f.	Relationship to anyone holding appointive office currently or the previous 2 years.	Yes ____	No ____
g.	Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ____	No ____
h.	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son or daughter .	Yes ____	No ____
i.	Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____	No ____
j.	Relationship to anyone; spouse, father, mother, son or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____	No ____

Explanation of potential conflicts of interest:

**Section 4: Current and Pending Contracts and Offers (bids and proposals).**

- a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
- b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.



**DISCLOSURE OF BUSINESS IN IRAN**

**Instructions.** The Judicial Branch Procurement Code (**Section 50-36**) requires that vendors desiring to submit any bid, offer or proposal for a State contract disclose whether or not the vendor's business or any parent or subsidiary companies had business dealings with Iran within twenty-four (24) months before submission of the bid, offer or proposal. A bid, offer or proposal that does not include the vendor's disclosure is not considered responsive. The AOIC may consider the disclosure when evaluating the bid, offer or proposal or awarding the contract. The AOIC shall provide the State Comptroller with the name of each entity disclosed as doing business with Iran and the State Comptroller shall post such information on his official website.

Vendor shall disclose any business dealings with Iran pursuant to the requirements of Section 50-36 of the Judicial Branch Procurement Code as set forth below. A designee may submit this form on behalf of the vendor or its parent. Please submit this information along with your bid, offer or proposal.

**Vendor Information.** This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, d.b.a. and parent):

(Name of vendor) \_\_\_\_\_

(d.b.a., if used) \_\_\_\_\_

(Name of any parent organization) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Contact Person:

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

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

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

Phone/Fax: \_\_\_\_\_

**Sec. 50-36. Disclosure of Business in Iran**

Disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and: (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action; or (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

Applicable definitions are as follows:

“Business operations” means engaging in commerce in any form in Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Company” means any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, that exists for the purpose of making profit.

“Mineral-extraction activities” include exploring, extracting, processing, transporting, or wholesale selling or trading of elemental minerals or associated metal alloys or oxides (ore), including gold, copper, chromium, chromite, diamonds, iron, iron ore, silver, tungsten, uranium, and zinc.

“Oil-related activities” include, but are not limited to, owning rights to oil blocks; exporting, extracting, producing, refining, processing, exploring for, transporting, selling, or trading of oil; and constructing, maintaining, or operating a pipeline, refinery, or other oil-field infrastructure. The mere retail sale of gasoline and related consumer products is not considered an oil-related activity.

“Petroleum resources” means petroleum, petroleum byproducts, or natural gas.

“Substantial action” means adopting, publicizing, and implementing a formal plan to cease scrutinized business operations within one year and to refrain from any such new business operations.

CHECK ONE:

\_\_\_\_\_ No business with Iran as defined in Section 50-36.

\_\_\_\_\_ Business with Iran as defined in Section 50-36. If checked, identify company and explain time frame and nature of said business with Iran.



**BUSINESS ENTITIES - REGISTRATION WITH THE STATE BOARD OF ELECTIONS**

Consistent with Judicial Branch Procurement Code (Section 20-160) (adopts section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160) Vendor certifies as follows:

CHECK ONE:

\_\_\_\_\_ Vendor is not required to register as a business entity with the State Board of Elections.

\_\_\_\_\_ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration.

The AOIC Director may declare the contract void if Vendor fails to fully and accurately comply with this provision.

## TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**

I am a U.S. person (including a U.S. resident alien).

**Name:**

**Taxpayer Identification Number:**

**Social security number**

**or**

**Employer identification number**

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status** (check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Government entity  |
| <input type="checkbox"/> Owner of Sole Proprietorship   | <input type="checkbox"/> Nonresident Alien Individual                                     |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or Legal Trust  |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility                            | <input type="checkbox"/> Foreign Corporation, partnership, estate or trust                |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|   | <input type="checkbox"/> C = corporation  |
|   | <input type="checkbox"/> P = partnership  |
|   | <input type="checkbox"/> Other: _____   |



# **STATEWIDE E-BUSINESS STATEMENT OF WORK**

**APPENDIX A  
MARCH 2011**

Administrative Office of the Illinois Courts

## TABLE OF CONTENTS

1	Overview.....	3
1.1	E-Business Initiative and Core Principles.....	3
1.2	E-Business Prototype – Statement of Work Purpose.....	4
1.3	Alternative – Third-party Hosted Services .....	5
2	E-Business Applications .....	6
2.1	Illinois Judicial Network.....	6
2.2	Judicial Portal.....	6
2.3	Statewide Electronic Filing.....	8
2.4	Trial Court Data Warehouse .....	12
2.5	Probation Case-Specific Data Repository.....	14
2.6	Electronic Guilty Pleas .....	14
3	E-Business Technologies .....	16
3.1	Electronic and Digital Signatures – Access, Identify and Authentication.....	16
3.2	Data Exchange Standards - NIEM .....	17
3.3	Storage / Archiving / Imaging.....	18
3.4	Automated Clearing House Service.....	19
3.5	E-Business Messaging and Notification .....	19
3.6	Technology Assessment and Enterprise Management Systems .....	20
4	Addendum.....	21
4.1	Cases Filed / Summary by Circuit .....	22
4.2	Cases Filed / Summary by Case Management System.....	24
4.3	Trial Court and Probation Department CMS Maps .....	25
4.4	Court’s e-Business Database Infrastructure.....	27



# 1. OVERVIEW

## 1.1 e-Business Initiative and Core Principles

The Court's e-Business initiative relies on standards, uniform practices, and technology to develop electronic commerce in Illinois' twenty-three judicial circuits, comprised of 102 counties and 65 probation departments. Illinois' trial courts implement technology primarily to meet local objectives and needs, with minimal consideration for operations, rules, and protocols in other circuits. There are approximately twelve trial court case management systems (CMS) in the state's 102 counties, which include six vendor-owned case systems and six CMS developed and supported by the county (in-house developed). There are thirteen Probation Department case management systems, consisting of eleven vendor-owned systems, two in-house developed probation systems, and three departments without a CMS.

The Court's e-Business strategy centers on the exchange of information with the trial courts and probation departments to/from the Court's central e-Business applications. This concept ensures that the judicial circuits retain their autonomy and responsibility for record keeping and continues to manage the operation of their local technologies. The Court's initiative will develop and support central applications that facilitate electronic business processes using standards and uniform procedures for each specific e-Business application (i.e., electronic filing, electronic guilty pleas, electronic warrants, data collection).

The Court's e-Business initiative includes goals and principles which promote and facilitate the sharing and exchange of data throughout the judiciary and provides the framework for the standards which will govern its use. These principles and the Court's e-Business efforts will allow circuit courts and judicial stakeholders to vest in the centralized technologies and applications, minimizing the changes to their case management systems and technologies.

### Fundamental Principles

- Integrate the automated collection and exchange of justice data throughout the circuit courts, using standards, uniform rules and record keeping practices.
- Coordinate the funding and allocation of resources used for electronic business and integrated justice projects.
- Establish statewide standards and rules to be used in the development of a wide area network and infrastructure to support the exchange of justice data providing uniform record keeping consistent with Supreme Court rules and Illinois law.
- Promote the availability of a secure, reliable and efficient judicial information technology infrastructure facilitating access to justice data.
- Support of statewide justice systems while protecting privacy and preventing unauthorized disclosure of confidential information.



## Goals and Outcome

- Provide a state data repository of justice information from the trial courts and the justice community. Such a data repository would include the exchange of a subset of trial court case information with access via a judicial web portal.
- Provide statewide services that promote electronic business exchange and integration with local systems, eliminating redundancies in Illinois trial courts.
- Centralize the exchange of information with federal and state organizations/agencies, promoting the managed integration and sharing of Illinois judicial data within the judiciary, law enforcement and homeland security entities. The data transmissions eliminate the need for counties to develop multiple exchange practices with various requesting entities.
- Support of local integrated justice initiatives and sharing of information with county department and local law enforcement offices (sheriff, municipalities, etc.).

### 1.2 E-Business Prototype – Statement of Work Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from experienced vendors for the development of a functional prototype which demonstrates electronic filing, online electronic guilty pleas, and data repositories / reporting capabilities of trial court and probation case information. The vendor will develop e-Business applications and modules, initiated and hosted on the Court's database infrastructure in its Data Center, which exchange data with the case management systems in the trial courts and probation departments. This project will include the participation of a small number of trial court and probation departments to work with the AOIC and the selected vendor to deliver a functional e-Business prototype as described in this RFP.

The purpose of this Statement of Work (SOW) is to describe and detail the goals and deliverables for the RFP. This SOW is not intended to identify all functions and requirements of the e-Business prototype. It is only a framework which identifies key areas and technologies that the vendor's proposal is to address and describe. The RFP, (and subsequently the vendor's proposal), is structured into two phases, namely a discovery phase and a prototype delivery phase.

The discovery phase allows the selected vendor an opportunity to gather the information, specifications, and details necessary to complete the prototype delivery phase. The discovery phase includes working closely with the AOIC and selected trial court and probation offices to identify the requirements, technology, and the functionality of each e-Business application and module.

The discovery phase will yield a detailed requirements document, project plan, timeline and adjusted cost structure for the development and delivery of the functional prototype (a.k.a. prototype deliver phase) based upon what was learned in the discovery phase. The AOIC anticipates that the discovery phase, including its deliverables, would be completed no more than 90 days after a contract has been executed. Once the AOIC



receives these deliverables, the AOIC will authorize proceeding with the Prototype Delivery phase and its specific deliverables.

The second phase is the Prototype Delivery phase, which is anticipated to take approximately 12 to 15 months. Using the requirements document and information gathered in the Discovery phase, the Prototype Delivery phase is to design, develop, and implement a functional e-Business prototype demonstrating electronic commerce as described in this RFP. The e-Business prototype is to demonstrate the defined e-Business functions that can be replicated throughout all trial court and probation offices.

Although this e-Business Statement of Work may emphasize the implementation and use of technology-based services, a vendor's experience with court systems, their approach used in developing the requirements document (from the discovery phase), their flexibility in adapting to new details, and their planning and project management capabilities are also important characteristics and should be highlighted in a vendor's proposal. The vendor's experience and personnel resources committed to this project are also areas of interest the AOIC will evaluate for this project.

### 1.3 Alternative – Third-party Hosted Services

Although not a requirement in a vendor's proposal, the AOIC will consider third-party hosting services for use in developing the Court's central e-Business applications and services. Hosting services would include the hardware, software, and support services to host the Court's production e-Business applications. The hosting entity would still be required to meet all e-Business requirements, perform the necessary data exchange and transmissions and provide an environment to support the e-Business applications identified in this RFP.

Any proposal offering hosting services should detail the services offered, identify specific service levels for response times, processing cycles, disk space allocations, uptime, hardware and software customizations, etc. The proposal should describe the hardware, software and infrastructure used for the Court's e-Business initiative.

## 2. E-BUSINESS APPLICATIONS

### 2.1 Illinois Judicial Network

The design of the Illinois Judicial Network is represented by a 'hub-and-spoke' topology that interconnects the Court's Data Center (host for the central e-Business applications) with each trial court and probation department office. The Court's e-Business initiative includes the integration of technologies, computing systems and case management systems from 102 counties and 65 probation departments.

Although the trial courts and probation departments may already have an existing network and/or Internet access, the use of that network is scaled for local use and would not anticipate the usage expected for the e-Business initiative. The Illinois Judicial Network will provide an independent secure judicial exchange infrastructure that integrates and 'connects' disparate trial court and probation offices and their respective technologies using court-administered network security protocols, managed firewalls and private networks as the backbone for the e-Business initiative.

A key component of the Judicial Network is the development of network security standards and the administration of the statewide Judicial Network. Based upon a county and probation department's case volume and potential usage, their connection to the Judicial Network may consist of dedicated data circuits and/or high-speed Internet connections that use secure tunnels (VPN's) to provide access to the e-Business applications.

For the purpose of this Statement of Work, the vendor will not be responsible for sizing or providing network connections in the Judicial Network. The Court will establish any necessary connections and networks standards for the development of this e-Business prototype.

### 2.2 Judicial Portal

The Judicial Portal is the 'gateway' into the Court's statewide e-Business applications. The Portal will provide a secure, trusted website and interface that facilitates the electronic filing of trial court documents to each county courthouse, the collection and compilation of case-specific probation and trial court information into a common repository, and the public's access to e-Guilty applications where citizens can plead guilty and pay traffic tickets online. Where repetitive e-Business functions minimize the work required for a trial court or probation department or allow for uniform procedures, those functions will be included in the central e-Business Judicial Portal. Where the compilation of trial court and probation data is beneficial for analytical reporting and where data exchanges are required to implement electronic business, a standard exchange format, protocol and transmission schedule will be developed for use in the judiciary and



stakeholder agencies. A central database will be designed to collect data from each trial court and probation department to provide transactional query, reporting and business analytics on case data for the state.

The Judicial Portal will serve as a messaging center and information exchange point for the trial courts, probation departments, and attorney /filers as they access the e-Business applications. The vendor is responsible for developing messaging standards and notification procedures for use in all e-Business applications where status updates are provided to each attorney, circuit clerk, and judge indicating relevant activities and court events (electronic and in-person document filings, case schedules, etc.). The messaging notifications might include notices sent via e-mail, fax, text message, and updates logged in a user's personal online Judicial Portal status screen. The Judicial Portal and all e-Business applications are to be compatible with known mobile devices and industry messaging standards, including PDA/smartphones, tablets, and various computer operating systems.

The Court's e-Business Initiative initially targets specific court applications (e-Filing, e-Guilty, data repositories / query applications) but is expected to expand to include other electronic business functions over time (e-warrants, additional e-Filing case types, etc.). To that end, the Judicial Portal must be modular in its design, based upon open standards, and have the ability to manage access for all 'types' of users to documents, applications, screens and fields in an application, and data in the e-Business repositories. User account administration and security access policies are to be court-managed tasks administered by groups, roles, and global security policies. The Judicial Portal and its associated e-Business applications are to be designed to monitor, audit, and manage access to applications, program screens, and field-level data based upon the security policies and roles assigned to each user account. Security protocols are to also manage access to web links on the Portal, uploading / downloading of data, document directories, and global search functions in applications and on the Judicial Portal, limiting access exclusively to those authorized users.

A security access manager and authentication system is a critical component of the Court's e-Business initiative. The vendor is to identify and describe the technology, hardware and software proposed to provide an access manager, identity management, and authentication system. As well, the vendor's proposal must describe how the identity management and authentication systems will be deployed in the Court's database environment and integrated with the Judicial Portal and e-Business applications.

The Judicial Portal is to provide a robust search capability that allows authorized users access and search capabilities to information in the Portal data repositories, document stores, and e-Business applications. Search capabilities should include user-defined filters and sorting tools. The security and access system should prevent users from searching for



information that they are not authorized to access. As well, searches should not be allowed to consume high levels of processing cycles which prevent the e-Business infrastructure from operating properly.

In describing the recommended technologies and software, the vendor is to identify specific products and costs for the licensing of all software. The specifications are to include the cost, quantity and recurring licensing requirements for the use of all recommended technologies. The AOIC will look closely at all technologies and software packages a vendor recommends which provide an economical benefit to the Court's while meeting the defined functionality. For example, identity management and authentication technologies that are based upon a 'per-user' licensing cost are not favorable to the Court's as the user community includes a large number of users - the general public, Illinois attorneys, judges, circuit clerks and numerous judicial users and stakeholders.

#### Example Description

In order to understand how a vendor's proposal might function, each vendor's proposal is to include an example of an attorney electronically filing a document through the Judicial Portal to a circuit clerk. The parties would then file response documents relating to that case in this hypothetical example. The example should identify specific technologies and systems describing their use, including an access manager, identity management and authenticate system. The vendor's description should also include the use of both electronic and digital signatures to demonstrate multiple levels of security incorporated in the electronic filing, message notification, routing of the document, affixing a clerk's file stamp, and a judge's signature on a court document.

### 2.3 Statewide Electronic Filing

A statewide electronic filing application will provide an environment where a central e-Business application will initiate the electronic filing of trial court case documents through the Judicial Portal to the respective circuit clerk's office. Using a statewide electronic filing application, filers (both attorney and pro se) will electronically transmit documents to a specific trial court consistent with Supreme Court rules and standards, filing requirements for a particular case and case type, and local rules for that particular county. The Court's e-Filing application will consist of standard technologies and services that replicate the manual filing process in each respective trial court.

A statewide technology infrastructure is required to provide secure access through the Court's Judicial Portal to the central e-Filing application where trial court case information is stored and an automated workflow seamlessly exchanges information with the local trial court's case management system. The electronic filing process is contingent upon key services and functions listed in this Statement of Work. The vendor's proposal



is to describe and expand upon the use of the technologies, e-Business functions, and exchange standards described in this RFP. Some of the key e-Filing components being considered for this prototype include:

- Electronic Filing Manager (EFM) functions
- A security authentication process identifying filers, county personnel, and judicial stakeholders
- Attorney filing process where filers are walked through the filing process consistent with a county's local rules, acceptable e-Filing cases and case types.
- Calculation of estimated filing fees, having the attorney confirm their acceptance of the terms, fees, and payment method should the filing be accepted by the circuit clerk
- A document delivery mechanism routing the documents to the respective circuit clerk for review
- Circuit Clerk e-Filing document review / fee assessment / acceptance file-stamp process
- Access to an automated clearing house service (ACH) and debit service for fees processing
- Messaging and electronic notice service for filing status updates and notice to the parties and court personnel of filings and case-specific events
- A real-time online e-Filing dashboard which includes an attorney's (and circuit clerks) case status and history of events, filings, and announcements
- Various data exchange standards to transmit trial court case information, court dockets, and filing information / status, etc. with the Judicial Portal's e-Business applications and county case management systems

### **Electronic Filing Manager (EFM) Service**

The Court's e-Filing application centers on centralized services and functions consistent with the filing process in each trial court. By providing e-Filing through the Judicial Portal, efficiencies and uniformity are realized in standardizing an electronic filing process throughout the state and for all Illinois attorneys. Each trial court has implemented its own technology systems and is to retain the sole responsibility for maintaining court records and the use of their local case management system. As such, a statewide e-Business Initiative centers on a data exchange model, which minimizes the changes to a county CMS and local technology. This model **does not**, at this time, include the development of a single statewide case management system or integrating application services (via SOA) into a county's case management system.

Trial court information and specific electronic filing data are to be transmitted from each trial court case management system to the central electronic filing manager / system for access by attorneys and e-Filing users. This information includes, but is not limited to:

- Local filing and case requirements, court fee schedules, and procedures for filing documents with the county.



- Case type information necessary for filing documents in an existing or new case, including the case type, document type filed, and special instructions from the filer.
- Case and filer information, such as name (first, middle, last), mailing address, e-mail, other party information. Attorney information - ARDC number, e-mail, phone, mailing address information is also required.
- Filing requirements necessary for the circuit clerk to accept the document filed and update the case status and filing information in an online filing-status dashboard available to judges, circuit clerk, and parties.

A filer would sign-on to the Illinois Judicial Portal and by entering specific e-Filing information, select the county in which a document is to be filed. The filer, in addition to attaching a document(s), would provide specific information based upon the case (new or existing), case type, and the rules that govern the filing. During the filing process, the filer is to be made aware of the local rules / procedures used in accepting the e-Filed document(s), provided an estimate of the court fees that apply to each document filed, remittance alternatives (debit accounts or ACH transactions), and provided a status of the filing / case as it proceeds through the court.

The e-Filing application and e-Filing Manager (EFM) are to maintain auditable logs of critical information gathered during the e-Filing process, such as filer (user) and filing date/time stamps, case information, ACH transactions, authentication of a circuit clerk's acceptance/rejection of a filing, and other status information. The Court's central electronic filing manager service is to process an attorney's filed document(s), route the filed documents with corresponding case information to the respective circuit clerk's office, and automate other e-Filing functions / services available in the e-Filing process; i.e., attorney identification, ACH, trial court docket schedule.

The attorney (filer) is to be guided through the filing process consistent with the EFM standards and each trial court's procedures for each particular case type. The electronic filing manager should maintain court fees for each county, case type and document filed, where the circuit clerk is able to modify fees during their electronic filing acceptance/rejection process. Upon the circuit clerk's acceptance of the e-Filed document, a payment transaction (i.e., use of an ACH service or debit card function) is to be secured with the filing.

The e-Filing application is to provide an automated process where each circuit clerk can electronically review all e-Filed documents, validate the case and case information filed, and accept or reject the e-Filed document(s) consistent with their local procedures. The electronic filing manager is to provide electronic notice to all parties of the circuit clerk's acceptance or rejection of the filed document(s) and all other activities and notices



involving that case. In addition, a case status dashboard is to provide the parties an online status of their respective case / filing activities.

The county case management system is to upload case information to the electronic filing manager as cases are updated and dockets are set. The electronically filed documents are to be transmitted back to the EFM, stamped by the circuit clerk, with any additional case information pertinent to the case / attorneys (confirmation number, file stamped document, or other circuit clerk data). All appropriate date/time stamps are to be maintained for court functions and document transmissions.

- Date/time filer successfully authenticated with the state portal.
- Date/time stamp electronic filing was submitted.
- Date /time stamp electronic filing was transmitted to the local county case management system. Need to be able to track attempts to transmit information as well as all successful transmissions.
- Date /time stamp accepted or rejected by circuit clerk.
- Date/time stamp accepted document and case information was transmitted back to the electronic filing manager application.

#### **Electronic Filing Status Dashboard**

A critical component of the Court's e-Filing application is to provide each attorney, circuit clerk, and other judicial stakeholders with an online status dashboard summarizing the respective cases, electronically filed documents, and associated transactions relative to their work. The dashboard is to be a summary of the events, notifications, case information (dockets), and cases filings, with the ability to 'zoom' to a detailed transaction level for each event summarized on the dashboard. The user should be able to customize certain aspects of their dashboard focusing on important information to them and look and feel preferences.

For example, the dashboard is to display an attorney's e-Filing history, notifications from a judge, the circuit clerk's office, and the parties in the each case (possibly from multiple counties). Information in this dashboard is to be secured and available based upon the Judicial Portal's identity management and authentication technologies. The dashboard may include announcements, notes, and general information related to a case. This information will be updated from the County's case management system.

Critical to the utility of the dashboard is the timeliness of the data exchanges with the trial courts and probation departments. Data exchange and transmission standards are to be defined to provide timely notice of court events. The dashboard is to allow an attorney, circuit clerk, or judge to search events and notifications based upon a number of criteria, but not be restricted to a particular circuit or county. The events and notifications should



have the ability to drill-down to expand the detail of each event. Filters should be available for users to enter search criteria and/or filter event content. The dashboard should be able to produce charts, graphs, tables, and printer-ready reports.

Court administrators should have the ability to make announcements, post bulletins and alerts for all or groups of users in a county. The Judicial Portal and online personal dashboard should allow links to be posted to access specific information available on a county's website.

## 2.4 Trial Court Data Warehouse

There are twelve different case management systems used in the Illinois trial courts, consisting of six in-house developed and six vendor-owned (COTS) case management systems operating on various hardware and software platforms. As described in this SOW, the e-Business applications require specific trial court information to be collected and exchanged to facilitate the filing and online guilty plea applications for all trial courts.

Because there is no single repository of trial court case information, the Court's e-Business initiative includes the collection and compilation of comprehensive case data from each trial court to support a number of programs. Addendum 4 of this SOW presents 2009 case statistics relative to each circuit and county, all case types, and their respective case management systems. The information collected for the prototype will be detailed during the discovery phase as the current programs are only collecting the minimum data to fulfill current reporting requirements. The Trial Court Data Warehouse prototype will expand the repository to address the needs for case-specific information and analytical, business intelligent reporting capabilities.

The Court's Trial Court Data Warehouse will provide judges and judicial officials with a statewide subset of trial court case information offering query and search functions of all trial court data, what-if analysis, and analytical reporting capabilities. Centralizing the collection of trial court data will improve court efficiencies, decision making by allowing queries of defendant / party and dispositional information, while centralizing the exchange of information with state and federal agencies, eliminating the trial court's need to fulfill reporting requirements to State Police, Secretary of State and other entities.

Using the National Information Exchange Model (NIEM) data dictionary, Information Exchange Packet Documents (IEPD) and transmission schedules are required to compile trial court data for each e-Business transaction in the Court's initiative. The Trial Court Data Warehouse will collect and compile information from each trial court to support the Court's e-Business applications, existing data collection programs, and data exchange partnerships with state and federal entities.



The trial court data warehouse will collect information which provides necessary data for electronic filing, electronic guilty pleas, and other trial court e-Business applications. In addition, the Trial Court Data Warehouse will compile and process the trial court information that is required to support the Court's Automated Disposition Reporting (ADR) program and Annual Report application. The ADR program collects information from trial courts, compiles the information into predefined records for distribution to the Illinois State Police and Secretary of State's offices. The Annual Report application gathers statistical and financial data from each trial court which is used in preparing the Court's Annual Report.

Through the Judicial Portal, a trial court data warehouse will offer critical analytics on Illinois trial court information and will provide a single point of exchange for all state and federal entities to access court information. The e-Business applications and Court programs supported by the trial court warehouse include the following information.

- Electronic filing of trial court documents, which requires attorney information, information about cases, fees, information for the EFM and notifications for the online status dashboard.
- Trial court docket and calendar information
- Case-specific information that includes information about defendants, hearings, parties, charges, and court dispositions
- Trial court statistical and financial information [Future enhancements could include information to support the calculation of court performance measures such as applicable CourTools, [www.courtools.org](http://www.courtools.org), and the Trial Court Performance Standards, [http://www.ncsconline.org/d\\_research/TCPS/index.html](http://www.ncsconline.org/d_research/TCPS/index.html)
- Automated Disposition Reporting – 600 byte data record currently received is expected to expand to include more information from the trial courts.
- Annual Reporting program collecting financial and statistical information from each trial court for use in this program.
- Child Protection data from the trial courts [e.g., *Tool-Kit for Court Performance Measurement in Child Abuse and Neglect Cases* <http://www.ojjdp.gov/publications/courttoolkit.html>, with a dashboard for local jurisdictions to review *Ten Key Measures*.

The vendor's proposal is to identify the discovery steps necessary to develop a requirements document to design and develop a functional prototype which collects the information identified in this RFP for the Trial Court Data Warehouse. The prototype is expected to demonstrate the query, reporting, and analytical capabilities of a relational database, including searching, what-if analysis, graphs, charts, tables, and filtering / sorting options. The prototype is also expected to produce the predefined data records collected and distributed in the ADR and Annual Report programs.



## 2.5 Probation Case-Specific Data Repository

The Court's Probation Data Repository, known as the Probation On-Line Automated Reporting Information System (POLARIS), is a phased project that at full implementation establishes a statewide case-specific information system that links case planning and processing to effective interventions, appropriate levels of supervision, and measured outcomes. POLARIS information will be accessible to the Administrative Office and local probation department staff with the ability to exchange information with other state or federal entities.

The POLARIS project is currently in process, pending the completion of Phase III of the project plan. Phase III calls for the design and development of the POLARIS Probation Data Repository that stores case-specific adult and juvenile probation and pretrial case management information, provides online query and critical analysis capabilities and generates pre-defined and ad hoc reporting for screen, print, or data export functions. The Probation Data Repository must be able to import information from other databases such as Caseworks and the Juvenile Monitoring Information System (juvenile detention).

All data exchanges with the POLARIS program will be based upon NIEM standards defined by the AOIC and vendor. Earlier phases of the POLARIS project developed a data dictionary based upon previous XML standards. Using the most recent NIEM data standards, an updated data dictionary is needed to compile a repository of offender-specific information. There are thirteen case management systems (11 COTS and 2 in-house developed) in 65 probation departments in the state. Online query, search, filtered and sorted reporting and analytics are critical to preparing statewide summary information. The online reporting tool needs to provide the ability to display summary information and zoom down to case specific probation data.

A probation dashboard is to be updated with the probation information received from the probation departments. The user will be allowed to customize the information on their respective dashboard, using filters, sorting criteria, and the ability to look at data by region, circuit, probation department, or other demographic criteria. Preformatted screen and printed reports are to be output from the dashboard, with the ability to export information in a standard format. Search capabilities are also critical to identify and search for specific offender and case information. The e-Business security policies should only allow authorized access to probation information.

## 2.6 Electronic Guilty Pleas

The Court's electronic guilty plea application will route citizens to the Judicial Portal for access to the e-Guilty application where electronic guilty pleas can be entered, online fines can be paid, eliminating the need for an individual to appear in court. The e-Guilty application will initially accept traffic and conservation citations, where a citizen will



enter information to identify themselves and their citation, such as the citation number, their driver's license number, date of birth, or zip code. With this information, the county courthouse, violation, and associated fines and payment alternatives can be retrieved presenting the individual with the ability to plead guilty and, using an ACH service, pay the respective fine online.

The Court's central e-Guilty application will need to receive and compile traffic and conservation citation information, including bail payments made at the time of the stop, from the law enforcement entity and/or circuit clerks. By providing this 'lookup' in the central e-Guilty application, a citizen can be routed to the respective county and information can be sent to the county's local e-Guilty application for additional processing, such as if traffic supervision or traffic school options exist. The e-Guilty application should be designed to provide a single point of access to citizens, which will allow trial courts to build an online workflow around the Court's common and duplicative processes for receiving electronic guilty pleas. The central e-Guilty plea application will also provide citizens with a website to check the status and receive electronic confirmation of citation payments for traffic and conservation citations.

### 3. E-BUSINESS TECHNOLOGIES

The following technologies and services are critical components of the Court's e-Business Initiative and require specific mention in the vendor's proposal. Details and a description of the use of these technologies are offered below and are to be included in the vendor's proposal.

The e-Business prototype is expected to use only the software licensed to the Court and operate exclusively on the Court's computing systems. Therefore all development work and systems are expected to be developed and implemented onsite.

#### 3.1 Electronic and Digital Signatures – Access, Identity, and Authentication

The security and protection of court information is of chief concern and priority to all e-Business applications. The Portal is to implement an access and identity management security system that strictly governs and audits access by multiple types of users through the Judicial Portal and to each of the e-Business applications. The Judicial Portal should employ security technologies that handle all aspects of the Court's e-Business Initiative, including but not limited to:

- ✓ A user account request process such that requests can be easily processed and account id's assigned using an escalating scale of authentication depending upon the user and their individual role within the e-Business applications.
- ✓ User Account Administration that includes an interface and process to easily and efficiently manage user accounts, security policies, electronic and digital certificates, security groups, roles, and access rights.
- ✓ Auditing mechanism to log and track access and use of the Judicial Portal and e-Business applications.
- ✓ Technologies to encrypt and 'trust' connections to the Court's Judicial Portal where documents, data, and messages are to be securely exchanged.
- ✓ Manage individual electronic (i.e., .tif files, etc.) and digital (using certificate authorities) signatures associating them with user accounts / authentication for judges and circuit clerks to sign court documents. The 'signing' process and use of digital signatures needs to be incorporated with the specific e-Business application requiring that function on a court document.
- ✓ A citizen needing access to the e-Guilty application to pay a traffic citation online using the Court's Judicial Portal and a County's local e-Guilty application. The Portal will need to validate that individual based upon information they provide so that the transaction can be logged and audited.
- ✓ Judge or court official wanting to enter a search in the trial court data repository for a defendant's name or other court records from across the state.
- ✓ A pro se litigant wanting to file a case(s) or view the status of their case in a circuit court.



- ✓ An Attorney wanting to file a case(s) or query the status of their cases from multiple courts.
- ✓ A probation officer or judicial official wanting to view/query an offender and/or a case in the probation data repository prototype.
- ✓ Trial Court, Probation Departments, and other partners authenticating into the Judicial Portal to initiate their data exchange with the Court's central databases.
- ✓ Ability to use digital certificates and access e-Business applications using mobile devices and from non-court provided computers.

The vendor's proposal is to identify the access, identity and authentication technologies and specific products recommended for use on the Judicial Portal and e-Business applications. The vendor is to detail how the products function in the Court's technical infrastructure, how they will be installed (new infrastructure), and how they will meet the requirements identified in the RFP. The vendor's proposal is to also identify how the access, identity, and authentication technologies will be incorporated into the e-Business applications to provide security and prevent unauthorized access to sensitive information.

The vendor is to identify the cost structure, licensing requirements, and any hardware platforms necessary to support the access, identity and authentication systems. The cost structure is to include projections based upon the recommended software manufacturer's licensing requirements, potential number of users, and annual support costs. The Administrative Office will look closely at alternatives, specific technologies, and software packages recommended which are beneficial to the Court and meet the security requirements. A key licensing criteria is if the identity management and authentication technologies are based upon a 'per-user', 'per-processor', or site license. The e-Business user community is expected to include the general public, attorneys, judges, circuit clerks and numerous judicial users and stakeholders.

### 3.2 Data Exchange Standards - NIEM

The Court's e-Business initiative requires the exchange of information with the 102 county trial courts, 65 probation department case management systems, Illinois State Police and the law enforcement community, and other judicial stakeholders. There are approximately twelve trial court case management systems and thirteen probation case management systems throughout the state. The case management systems include county in-house developed and canned off-the-shelf packages that use various hardware and operating system platforms. The Court's data exchange model is compatible with a wide range of technologies while minimizing the impact on county, state and federal agencies, and probation department's technologies and case management systems.

The Court has standardized on an XML data exchange protocol called the National Information Exchange Model (NIEM). All data exchanged as a part of the Court's e-



Business initiative to and from the trial courts, probation departments, federal and state agencies, and other judicial stakeholders is anticipated to use the NIEM XML standard. Vendors can find out more about the NIEM Justice domain at: <http://www.niem.gov>.

The selected vendor will be responsible for working with the Administrative Office to develop data exchange standards and consistent data dictionaries for each e-Business application. The vendor's proposal should include a plan to define the XML Information Exchange Package Documents for each application and the respective exchange partner's software. The vendor's proposal should define a plan to develop standard exchange formats and specific data fields regardless of the partner's case management software.

The trial court data repository (section 2.4 - Trial Court Data Repository) not only includes the warehousing of trial court information, but will specifically include data collection for two existing programs. The Administrative Office is currently responsible for collecting and facilitating the Automated Data Reporting (ADR) program. The Administrative Office currently receives data files (via a 600-byte ascii record) from most county case management systems. This information is compiled, manipulated, and prepared for distribution to the Illinois State Police and Secretary of State.

The Administrative Office also currently receives statistical and financial information from the counties for the Court's annual report. This information is currently received on several spreadsheets and imported to the Administrative Office's Annual Report database. The NIEM XML packet definitions for the trial court data repository prototype are to include the data field necessary to collect the statistical and financial information from each county.

While defining the XML data dictionaries for the trial court data repository, the vendor's proposal should include the necessary steps to define the XML data elements to include both the ADR and Annual Reporting data and include in the prototype the ability to process this information according to the functional requirements of these two programs.

The discovery phase of this project will allow the vendor to define and document all XML standards for e-Filing, e-Guilty Pleas, trial court data collection, probation data repository, which includes the Automated Disposition Reporting and Annual Report system. In addition to defining and documenting the XML standards, the vendor will be responsible for developing the functional applications to process this data and produce the necessary export of data to the partner agencies.



### 3.3 Storage / Archiving / Imaging

Although the Court's e-Business applications will not relieve the trial courts and circuit clerks of their record keeping responsibilities, the e-Business applications will maintain a significant store of documents, data, and information for varying lengths of time. Mass storage and content addressable storage systems, document management systems, indexing and archival systems are all technologies that should be considered for use in the e-Business data repositories. Further, the ability to manage, allocate and adjust disk storage will be necessary as storage needs and repositories change over time. The archiving of documents to near-line storage systems, removing obsolete or outdated data, and linking to county document repositories are all critical functions of the e-Business applications.

Document format, standards, and page layout will be necessary for uniformity in electronically filed documents. Although a document format standard has been established as Adobe PDF, page layouts, fonts, pitch, and number of pages will need to be defined for each type of document electronically filed and used in all trial courts. In addition, depending on the electronic and digital signature technologies and procedures, standards will need to be established and Court Orders issued describing an acceptable electronic signature and digitally signed document from a judge, circuit clerk, and attorney. Verification of signatories will be needed to make certain that a signature is from the person identified.

The vendor's proposal is to specify the technologies, standards, and infrastructure recommended for housing the storage requirements of this applications. Although the e-Business prototype will not require the storage systems, it is important to identify alternatives in this proposal, which might be necessary in a full deployment of the e-Business initiative.

### 3.4 Automated Clearing House Service

Some of the Court's e-Business applications require processing of credit card transactions. The Court's e-Business prototype will include links and a workflow that uses the Illinois State Treasurer's e-Pay site, but should also allow for credit card transaction processing through other online clearinghouse sites.

### 3.5 e-Business Messaging and Notification

The Court's e-Business Messaging system is to provide a platform for notification of specific events that occur in an e-Business application. Messaging options should include e-mail, text messages, fax, and updates to an individual user's online status screen / dashboard. The messaging system is to maintain a log and audit records of the notifications disseminated and acknowledgment of their receipt.

A uniform messaging system is to be incorporated through the Judicial Portal and used, where appropriate, in all e-Business applications. The messaging system is to support standard mobile devices and various computer platforms providing anti-virus protection for messages / attachments sent to judicial users.

The vendor's proposal is to describe the recommended messaging and/or describe how a customized system will be incorporated into the Court's e-Business prototype. Software, licensing and support costs are to be included in the vendor's proposal, if a canned package is to be recommended.

### 3.6 Technology Assessment and Enterprise Management Systems

The vendor's proposal is to include a detailed description of the tools and software used to administer and manage all components of the e-Business initiative. The vendor's proposal should include the hardware and software systems required for JMIS to administer the database hardware and storage systems, Oracle's database components, the security system (including issuing certificates, security id's, access policies, etc.), data exchanges, and overall system administration. This description should detail how / where these systems and tools will be integrated with the AOIC's current technology and in the design of the entire e-Business technical environment.

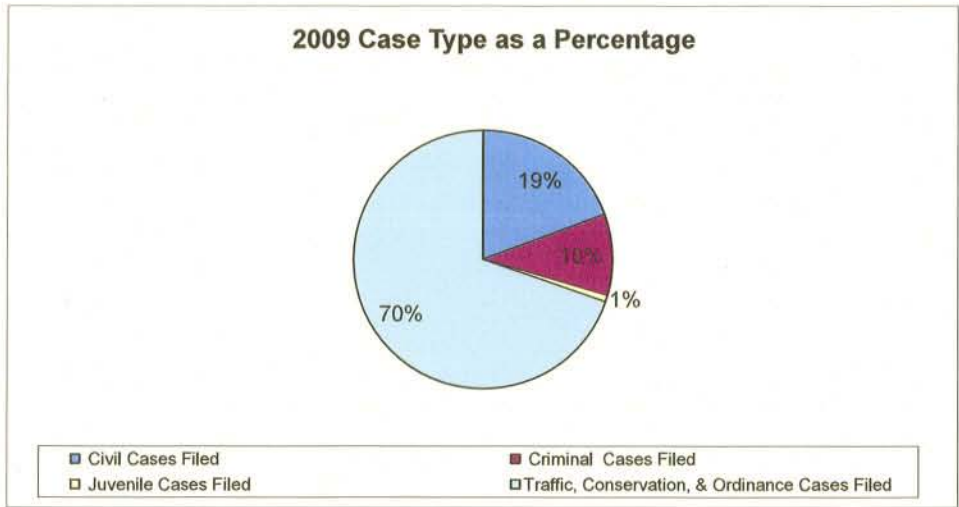
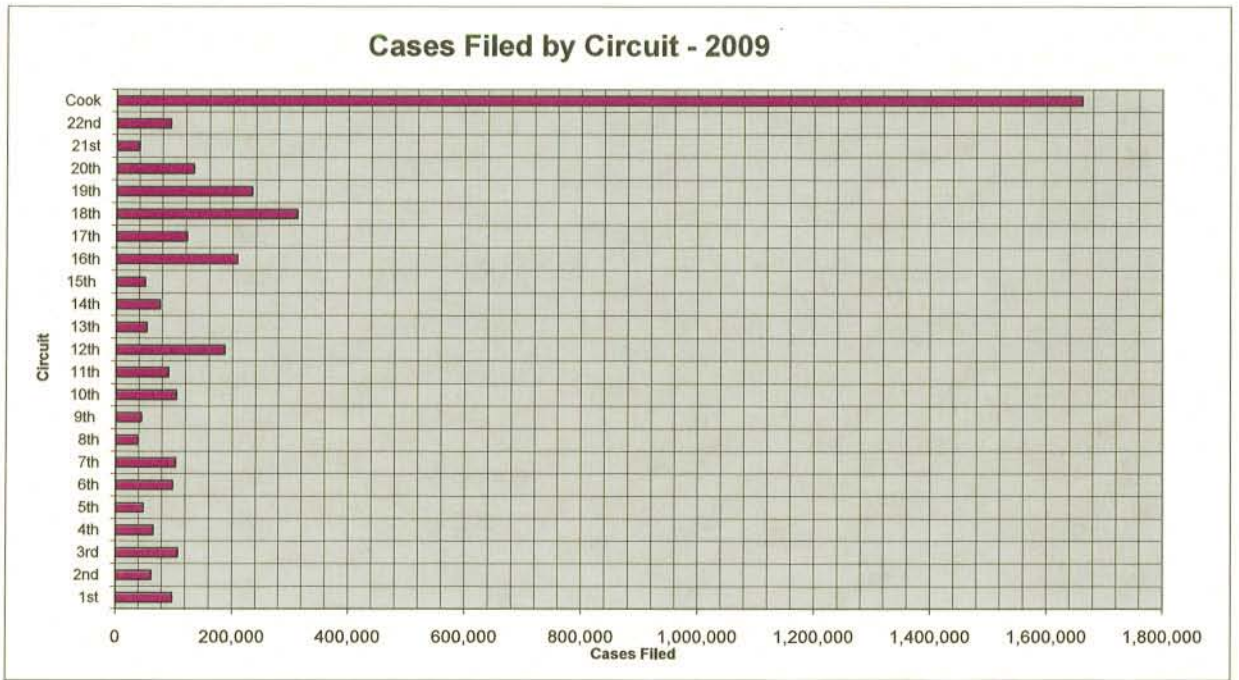
The proposal should provide an assessment of the existing technology and database environment for use in delivering a working e-Business prototype. The technology assessment should indicate and recommend additional hardware / software required for the prototype. These systems should include all aspects of application development, testing, administration, backup and security systems.



## 4. ADDENDUM

Section 4.1							
Illinois Judiciary Statistics - 2009							
Case Summary by Circuit							
Circuit	Number of Counties	Total Cases Filed	Percent of State's Total	Civil Cases Filed	Criminal Cases Filed	Juvenile Cases Filed	Traffic, Conservation, & Ordinance Cases Filed
1st	9	98,132	2.43%	11,640	5,319	506	80,667
2nd	12	62,259	1.54%	9,530	5,945	862	45,922
3rd	2	107,792	2.67%	17,094	11,875	686	78,137
4th	9	65,366	1.62%	10,848	5,488	674	48,356
5th	5	48,096	1.19%	9,619	4,300	728	33,449
6th	6	98,825	2.45%	18,458	8,796	1,029	70,542
7th	6	104,153	2.58%	23,857	6,019	525	73,752
8th	8	38,855	0.96%	7,342	3,127	379	28,007
9th	6	44,618	1.11%	8,482	5,496	442	30,198
10th	5	105,240	2.61%	18,860	6,672	1,221	78,487
11th	5	91,197	2.26%	12,532	5,756	579	72,330
12th	1	187,001	4.63%	36,538	7,704	671	142,088
13th	3	53,448	1.32%	10,145	4,736	445	38,122
14th	4	76,527	1.90%	15,103	6,314	630	54,480
15th	5	50,183	1.24%	8,024	4,176	504	37,479
16th	3	207,981	5.15%	34,104	16,090	1,347	156,440
17th	2	122,034	3.02%	21,981	12,045	1,095	86,913
18th	1	312,572	7.75%	38,801	12,435	1,007	260,329
19th	1	232,663	5.77%	34,399	13,163	974	184,127
20th	5	133,314	3.30%	21,071	12,814	694	98,735
21st	2	39,937	0.99%	8,197	3,271	328	28,141
22nd	1	93,829	2.33%	14,280	4,686	323	74,540
Cook	1	1,661,115	41.17%	388,787	247,185	14,286	1,010,857
Total Cases ----->		4,035,137		779,692	413,412	29,935	2,812,098
Percent of Total Cases ----->				19.32%	10.25%	0.74%	69.69%





Section 4.2		Illinois Trial Court 2009 Data					
		Case Management System by Case Category					
Case Management System (CMS)	Total Cases Filed	Percent of Total	Civil Cases Filed	Criminal Cases Filed	Traffic, Conservation, & Ordinance Cases Filed	Juvenile Cases Filed	Number of Counties
In-House	2,437,810	60.41%	497,936	291,372	1,630,565	17,937	6
JIMS	690,176	17.10%	113,638	53,834	516,393	6,311	79
Jano	638,643	15.83%	119,154	45,005	470,826	3,658	8
Justice	98,572	2.44%	19,370	10,440	67,760	1,002	1
ISS	93,829	2.33%	14,280	4,686	74,540	323	1
Sustain	44,618	1.11%	8,482	5,496	30,198	442	6
CourtView	31,489	0.78%	6,832	2,579	21,816	262	1
	4,035,137		779,692	413,412	2,812,098	29,935	102

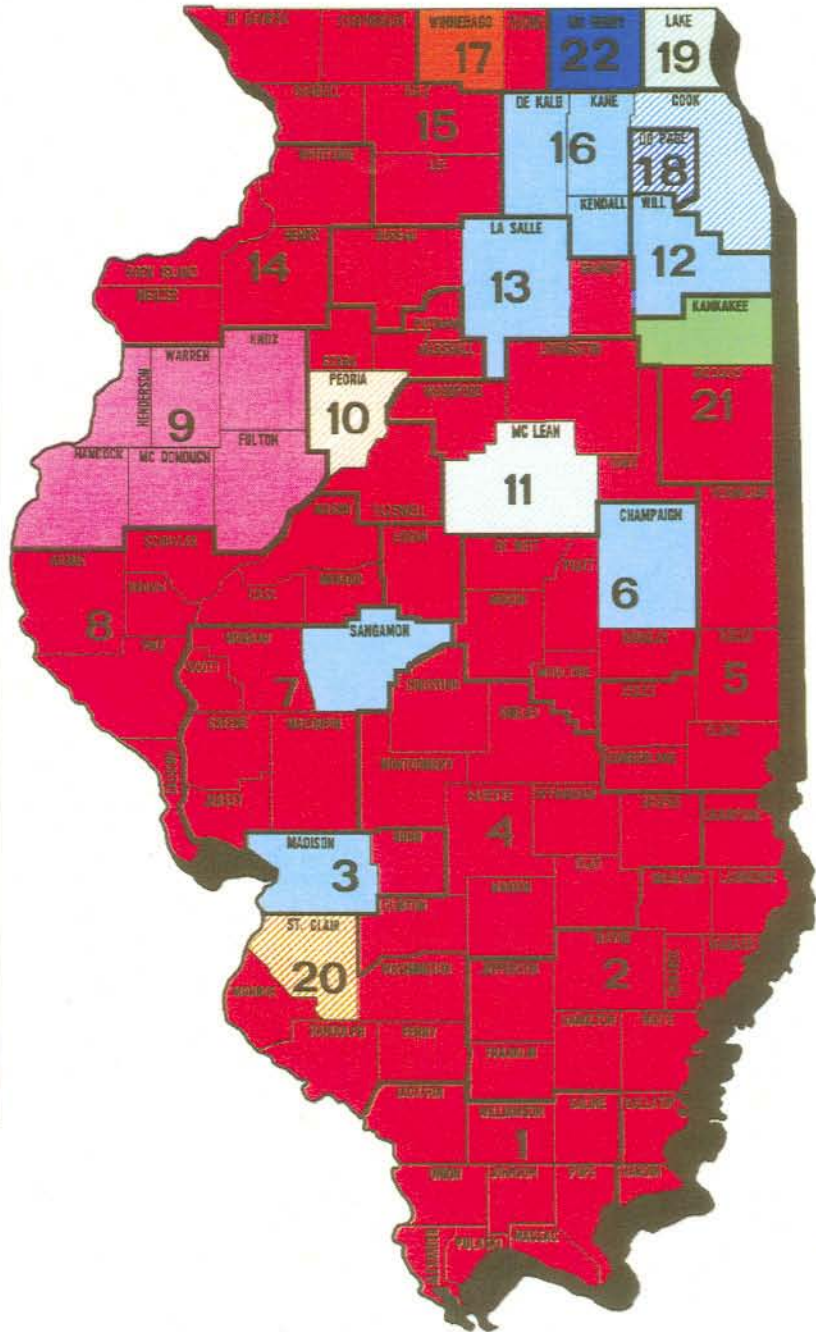
  

**Cases Filed by CMS**

CMS	Total Cases Filed
In-House	2,437,810
JIMS	690,176
Jano	638,643
Justice	98,572
ISS	93,829
Sustain	44,618
CourtView	31,489



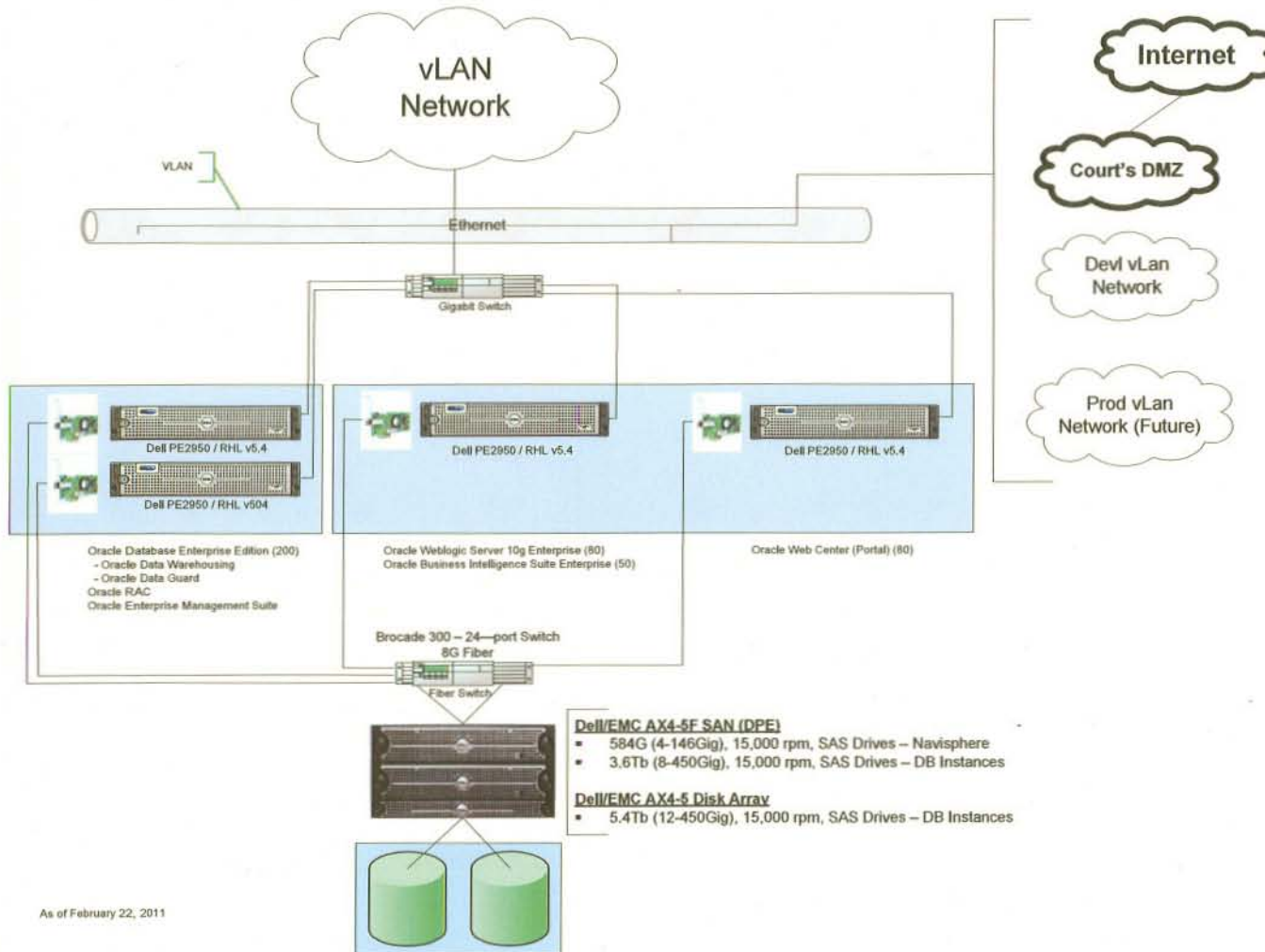
### 4.3 Trial Court Case Management Systems as of September 2010







## 4.4 e-Business Database Infrastructure For Development and Testing



As of February 22, 2011

- Database Node Configurations:**  
**Dell PowerEdge 2950 III - Rack**
- Quad Core Intel Xeon x5470, 2x1mg Cache, 3.33GHz Processor
  - Second Quad Core Intel Xeon x5470, 2x1mg Cache, 3.33GHz Processor
  - Red Hat Enterprise Linux - 5.2, 3-year RHM Subscription, License and Media - 64-bit
  - 32Gig, 807Mbit Dual-Ranked Dimms (8x4Gb)
  - Energy Smart Redundant Power Supply, with cables
  - Integrated SAS/ATA, Perc: 6i Controller
  - Perc 6i - SAS RAID Controller - 2x4 Connectors, PCIe, 256M Cache
  - Three (3)-4500Gig, SAS 6Gbit, 15k rpm, 30Gbps, 3.5" Hot-Plug hard drives (Raid 1, with Online Spare)
  - QLogic QLE2460, Single Channel, 40Gbps, Optical Fiber Channel HBA, PCIe
  - Intel Pro 1000PT, 1Gb, Single Port NIC, PCIe
  - DVD-RW Drive
  - 2M Multi-Mode, Fiber-Channel Cable
  - 5-Year Dell Gold Pro, Mission Critical Support, 7x24, 4-hour Onsite.

