

## PRE-PROPOSAL CONFERENCE

RFP2000002157

An optional pre-proposal conference will be held on March 28, 2017 at 1:00 P.M. EST at the Fairfax County Courthouse, 4110 Chain Bridge Road, Court Room 5A, Fairfax, Virginia, 22030. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any aspect of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference



# FAIRFAX COUNTY

## VIRGINIA

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<b>ISSUE DATE:</b> March 17, 2017	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000002157	<b>TITLE:</b> Court Management System
<b>DEPARTMENT:</b> Fairfax Circuit Court	<b>DUe DATE/TIME:</b> May 18, 2017 at 2:00 P.M. EST	<b>CONTRACT SPECIALIST:</b> Jamie Pun; <a href="mailto:jamie.pun@fairfaxcounty.gov">jamie.pun@fairfaxcounty.gov</a> or 703-324-3653

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Employer Identification No or \_\_\_\_\_

Federal Social Security No.(Sole Proprietor) \_\_\_\_\_

Prompt Payment Discount: \_\_\_\_\_

\_\_\_\_% for payment within \_\_\_\_ days/net  
\_\_\_\_ days

Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No. \_\_\_\_\_

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.**

**BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:**     **LARGE (Y)**     **SMALL (B)**

**MINORITY-OWNED SMALL (X)**     **MINORITY OWNED LARGE (V)**     **WOMEN-OWNED SMALL (C)**

**WOMEN OWNED LARGE (A)**     **NON PROFIT (9)**

CHECK ONE:     **INDIVIDUAL**

**PARTNERSHIP**

**CORPORATION**

State in which Incorporated: \_\_\_\_\_

Vendor Legally Authorized  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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## SPECIAL PROVISIONS

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

- 1.1. The purpose of this Request for Proposal is to solicit **sealed proposals** to establish a contract or contracts through competitive negotiation for the provision of a Court Management System (CMS), which includes a case management system, document management system, financial management system, electronic filing portal and electronic filing fee payment system, a digital trial practice system, and a judicial dashboard, and associated implementation services for Fairfax County and the Fairfax Circuit Court (FCC).

### **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional, pre-proposal conference will be held on March 28, 2017 at 1:00 P.M. EST in Court Room 5A of the Fairfax County Courthouse, 4110 Chain Bridge Road, Fairfax, Virginia 22030. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event, to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [jamie.pun@fairfaxcounty.gov](mailto:jamie.pun@fairfaxcounty.gov).

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will be for a term of five (5) years from the date of award. This contract may be renewed for three, one-year periods, as mutually agreed upon.
- 3.2. The obligation of the County to pay compensation due the Contractor under the contract, or any other payment obligations under any contract awarded pursuant to this Request for Proposal, is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligation to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate, effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **4. BACKGROUND:**

- 4.1. Fairfax County, Virginia and the City of Fairfax, Virginia are located in the northeast corner of Virginia and have an area of approximately 420 square miles and a population in excess of 1,300,000 people. Fairfax County and the City of Fairfax are part of the Washington-Baltimore Consolidated Metropolitan Statistical Area (CMSA).
- 4.2. The Fairfax Circuit Court (Virginia's 19th Judicial Circuit) is the trial court of general jurisdiction. The Fairfax Circuit Court is a court of record and is the largest trial court in Virginia, with fifteen full-time, trial judges. The Clerk's Office takes in approximately 37,000 new civil, criminal, and fiduciary cases per year.
- 4.3. The Clerk of the Fairfax Circuit Court is a Constitutional Officer of the Commonwealth of Virginia. The Clerk serves the entire 19<sup>th</sup> Judicial Circuit, and as such is elected by the citizens of the City of Fairfax and Fairfax County, every eight years. The Clerk provides administrative support to the 19<sup>th</sup> Judicial Circuit, including the in-take and processing of all the Court's civil

## **SPECIAL PROVISIONS**

- cases, all felony criminal cases, the probate of wills, and the recording of real estate transactions and other land records. The Clerk also manages notaries and trade names, and issues approximately 6,200 marriage licenses for Fairfax, every year.
- 4.4. Fairfax Circuit Court offers jury trials to the residents of Fairfax, and the Clerk of the Circuit Court manages the jury duty system for the Circuit Court, which includes petit juries, grand juries, special grand juries and multi-jurisdictional grand juries. The Clerk summonses approximately 7,000 citizens for jury duty every year.
- 4.5. In civil cases, the Fairfax Circuit Court has concurrent jurisdiction with the General District Court over claims from \$4,500 to \$25,000, and enjoys exclusive, original jurisdiction over all monetary claims over \$25,000. The Circuit Court also has jurisdiction over other matters, including: attachments, adoptions, divorce proceedings, disputes concerning wills, trusts and estates, election recounts, eminent domain, garnishments, expungements, name changes and controversies involving personal and real property. Taking together the Fairfax Clerk's Criminal and Civil imaged case records, the Clerk currently maintains 3.2 million case images. After a court case is fully litigated and tried in the FCC, the Clerk of Circuit Court also manages the civil litigation's post-remedial measures such as garnishments, confessed judgments, levy, docketing of civil judgments and the recording of liens by creditors. In Virginia, the Clerk of Court also serves as the Recorder of Deeds, and the Fairfax Clerk records approximately 150,000 to 250,000 land instruments every year, which can be used in real property and boundary line disputes, heard by the Court. Taking together, all land, probate and marriage license images, the Fairfax Clerk currently maintains 49 million non-case, public records.
- 4.6. In criminal cases, the FCC has jurisdiction over the trial of all felonies (offenses that may be punished by imprisonment of more than one year) and of misdemeanors (offenses carrying a penalty of not more than twelve months in jail) that are appealed from district court, or from a grand jury indictment. The FCC also has jurisdiction over juveniles who are charged with felonies and whose cases are transferred from the Fairfax Juvenile and Domestic Relations District Court. Additionally, the Clerk of Circuit Court serves as the custodian of sealed and unsealed search warrants, as established by Virginia law and preserves chain of custody of all trial exhibits in criminal cases. The Clerk of Court manages the post-sentencing compliance, such as certification of the appellate record and/or establishing and collecting the fines and costs and victim restitution awards, and the suspension/revocation of drivers' licenses. The FCC and its Clerk operate as an integrated whole, managing the entire life-cycle of a prosecution, from indictment, through a fair trial, to conviction or acquittal, sentencing, finishing with post-conviction collections.
- 4.7. **The Current System.** Currently, FCC has a web-based Case Management System, which includes a relational database and fully integrated case management, financial management, and document management system. The current system resides on a Microsoft Windows-platform and employs five independent servers for imaging and indexing, as well as two redundant servers and two virtual servers. FCC employs Chrome for accessing the current CMS, Oracle v12c.
- 4.8. **Fairfax County IT Management Overview** – The County's Department of Information Technology (DIT) establishes standards and architecture for information and communication systems that are implemented in agencies throughout Fairfax. As a political subdivision of the Commonwealth of Virginia, Fairfax County and the FCC look to VITA (Virginia Information Technology Agency) security standards, when managing IT systems that impact the citizens of Fairfax. In its localized role, the County's DIT provides leadership, expertise, and resources to support the deployment of information technology, with an eye toward increased efficiency in government. The Director of DIT is also the County's Chief Technology Officer (CTO) and has authority for strategic leadership for technology investments, and direction in deployment of technology County-wide.

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- 4.9. The County's IT portfolio encompasses an array of systems, plans, and procedures covering the full spectrum of information services. Descriptions of these portfolio elements are provided below, along with some specific guidelines and standards that contractors must adhere to.
- 4.10. Enterprise Information Technology Environment: The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published annually by Fairfax County Department of Information Technology and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system solicitations. The IT Plan is available at <http://www.fairfaxcounty.gov/dit/itplan/>
- 4.11. County Information Systems Requirements: Information systems delivery and management is governed by an Architecture Review Board and other program specific committees that are chartered to advise and /or direct development efforts and promote conformance to a variety of standards including but not limited to those in the IT Plan as noted above. In general, solutions must meet the following requirements and standards which are available at <http://www.fairfaxcounty.gov/dit/itplan/>
- Enterprise Architecture and Standards
  - Application Platforms and Architecture
  - Database and Operating Systems

The County's technology architecture is a tactical asset that defines technology components necessary to support business operations and the infrastructure required for implementation of technologies in response to the changing needs of government business and industry evolution. It is a multi-layered architecture that includes:

- Application and Data Architectures
- Platform Architecture
- Network Architecture
- Internet Architecture
- Security Architecture

Deviances: Deviances from the architecture and standards may become a barrier to the sustainability of the County's integration and interoperability posture and may be subject to further review. All Offerors must specifically disclose all aspects of the proposed solution which deviate from the documented standards and desired architectures, and provide approaches for consideration about the manner in which non-standard components may be integrated.

Graphical User Interfaces: The County has standard templates that are required for its websites to have maximum consistency across applications and content. Any hosted applications and some COTS applications should be able to present through the County template or simulation for County brand and identity. Alternatives to using these templates must be arranged through the County DIT.

- 4.12. **Systems Development and Life Cycle (SDLC):** All software development should be conducted in a manner that substantially complies with the County's requirements:

Solutions must conform to the County's Systems Development Life Cycle Standards (SDLC) that may be found at <http://www.fairfaxcounty.gov/dit/SDLCS.pdf>.

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Deliverable documentation must meet standards for content, as well as for quality, when such requirements exist.

The County must have unrestricted use to reproduce and distribute any deliverables and documentation for any internal needs. In addition, the County must be permitted to distribute deliverables at its discretion to a third party, to enable independent verification and validation.

In general, FCC staff will manage and promote changes to the production environment upon clearance through the FCC's Internal Change Management Process (ICMP). (APPENDIX C)

Direct access to the production environment is generally prohibited, except for Contractor-hosted solutions.

The County has adopted the use of virtual machine (VM) technology for pre-production environments. Proposed solutions must be compatible with this approach.

5. **STATEMENT OF REQUIREMENTS:** The Contractor shall provide a Court Management System for the Fairfax Circuit Court (FCC), which includes a case management system, document management system, financial management system, electronic filing portal and electronic filing fee payment system, a digital trial practice system, and a judicial dashboard. An exhaustive list of Requirements, set out below in Paragraph 6, is attached hereto, but can be understood as the following:

- 5.1. The Contractor shall provide a **Case Management System** which includes detailed access security, comprehensive court calendaring for FCC's "Master Docket" which can automate case assignment, case-type characterization which alerts staff to case urgency or confidentiality, real-time case indexing and data updates, sophisticated reporting structures to manipulate case data and which distinguishes internal and external reports, and agile workflow mechanisms which allows FCC to advance multi-step work.
- 5.2. The Contractor shall provide a **Document Management System** which includes the ability to house electronically-filed court documents and auto-relate them to a case index, the ability to scan images and auto-relate them to a case index, the ability to apply digital annotations to imaged documents as part of agile workflow, the ability to auto-post Orders created from the Judicial Dashboard into the case index in real-time, and to keyword search and redact elements inside digital images housed in the Document Management System.
- 5.3. The Contractor shall provide a **Financial Management System** which includes robust accounting functionality, to include: an electronic fee payment system that is fully-integrated with the general ledger, comprehensive transactional audit trail functionality, agile calculation structures, full receipting, sophisticated debits and credits reporting functionality, including established state-financial reporting structures, whereby all payments and disbursements are auto-related into the case ledger, in real time.
- 5.4. The Contractor shall provide an **Electronic Filing Portal & Electronic Filing Fee Payment System** which includes a web-based portal for both attorneys and self-represented litigants which allows for the creation, exchange, upload, signing and transmission of court pleadings and other papers, which auto-populates into workflow inside the case management system. The Electronic Filing Portal and Electronic Fee Payment System shall allow for the payment of all court fines, fees, bonds, taxes, or other financial expenses incident to a case and shall be fully integrated with the Financial Management System's General Ledger. The Portal shall allow for the electronic transmission of litigation discovery (including digital images, audio files and video files), which can be auto-posted to the Digital Trial Practice System.

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- 5.5. The Contractor shall provide a **Digital Trial Practice System** which includes the ability for litigants to exchange discovery with each other and/or electronically file discovery with FCC. The Digital Trial Practice System must provide auto-numbering of proposed exhibits for respective litigants, through use of electronic annotation, and which allows FCC to electronically annotate proposed exhibits into evidence during trial and which allows FCC to designate exhibits with confidentiality status.
  - 5.6. The Contractor shall provide a **Judicial Dashboard** which includes the ability for Judges to preview their dockets, with case summary screens and alert functionalities which highlight performance deadlines and other critical notations. The dashboard shall include configurable and personalized reporting functionality which allows the Judge to study his performance. The dashboard shall allow the Judge to review, mark, modify, and electronically-sign eligible documents in his caseload, and should be able to auto-post auto-index in real-time to the case index and should automatically push workflow to FCC colleagues, in real-time.
  - 5.7. **The Contractor shall serve as the single point of contact (“Prime”) for any contract that may result from this RFP and assume responsibility for the entire solution. The Prime is responsible for any partners or subcontractors.**
  - 5.8. The County retains ownership of all data incident to the performance of this contract, including but not limited to: addresses, email addresses, phone numbers, all case data, case images and indices. The **Contractor may not copy, use or disseminate any of the aforementioned data without the express, written consent of Fairfax County.**
6. **REQUIREMENTS:** See APPENDIX D (Requirements Document). Offerors shall use the Response Code Criteria (RCC) set out in APPENDIX E to guide their responses to the Requirements Document.

**7. TASKS TO BE PERFORMED:****7.1. Gap Analysis & Requirements Document**

The Contractor shall perform a Gap Analysis as the first phase of the project. This work will be completed within 150 business days of contract award. The Contractor should use this phase to plan for a streamlined conversion and implementation, and to evaluate the reasonability of the Proposed Implementation Plan, given FCC's intense, Code-mandated, and Constitutionally-mandated, work pace.

The Contractor shall conduct detailed Product-Design and Business Practice Discovery Sessions, which will identify and document existing court workflow and will address FCC's articulated requirements, contemplating FCC's Digital Court Vision. These detailed Product-Design and Business Practice Discovery Sessions will allow the Contractor to assess and confirm the extent to which the contract requirements are already addressed by the baseline software, and to establish the extent to which product configurability will meet FCC requirements.

The Contractor must produce a resulting Gap Analysis Report, which will discuss how each of the Requirements will be addressed by the proposed product. This Gap Analysis Report will include a list of all required Customizations/Modifications to the Contractor's foundational application/system and a list of how the proposed system will address all requirements. This Gap Analysis Report will also define the gap between the existing case and document management systems and the necessary modifications to the proposed product in order to meet the desired case management and technical goals. This Gap Analysis Report and Contractor/FCC discussions promote the following activities:

- Validate the functions and features of the Proposed Product and Major Modifications/Customizations List.

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- Identify required Product Modifications with specificity and Modification Time-Estimates
- Determine the number of Interfaces required, including their Scope and Time-Estimates
- Develop a **Final Implementation Work Plan**, contemplating all time-estimates and FCC's Modification Priorities List.
- Revise and Finalize the Requirements Document.
- Develop the Final Cost Estimate

FCC expects that the major deliverable of the **Gap Analysis** Report (and the finalized Requirements Document) will be revised to reflect the *actual customization* required to implement the system. This Finalized Requirements Document will become part of the contract. This Finalized Requirements Document will be used through the life of the project, and will be used to measure Acceptance Testing.

The Contractor shall prepare the following documents for each one of the Project's Tasks:

- A Finalized Requirements Document
- A Revised Project Implementation Work Plan, Milestones & Deliverables which includes:
  - A Customization and Configuration Plan
  - A Gantt chart (prepared using *Microsoft Project* or comparable product)
  - A Delivery/Completion Schedule
  - A Formal Risk Management Plan
- Training Plan
- Final Staff Assignments
- Final Software Specifications
- Pricing Schedule reflecting Contract Labor Categories Required
- Data Conversion Management Plan
- Image Conversion Management Plan
- Data and Image Conversion Management Plan for Acceptance Testing (10% of Existing Data and Images)
- Other deliverables, as negotiated

### **7.2. Implementation Work Plan, Milestones & Deliverables, Project Management & Pricing Revisions**

Within 15 business days of the completion of the Gap Analysis Phase, the Contractor shall provide the FCC with a Revised Project Implementation Work Plan, Milestones & Deliverables showing the approach, level of effort breakdown structure, major milestones and time-to-completion.

This Revised Project Implementation Work Plan, Milestones & Deliverables will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery. The Revised Project Implementation Work Plan, Milestones & Deliverables should address implementation of each of the subsequent phases of the project.

- a. The Contractor must submit its Revised Project Implementation Work Plan, Milestones & Deliverables as a Gantt Chart using *Microsoft Project* (or comparable product) itemizing all tasks, as well as pricing revisions, as appropriate.

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The Contractor must also prepare a Formal Risk Management Plan for this project as part of this task. A Risk Management Team composed from staff of the County and representatives of the Contractor, will define a Detailed Risk Management Protocol based on an existing best practices and industry standards, such as that developed by the Software Engineering Institute (<http://www.sei.cmu.edu/>) at Carnegie Mellon University and contemplating VITA (Virginia Information Technology Agency) Standards.

[http://www.vita.virginia.gov/uploadedFiles/VITA\\_Main\\_Public/Library/PSGs/EA\\_Standard.pdf](http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/Library/PSGs/EA_Standard.pdf)

- b.** The Contractor will assist the FCC Project Team in evaluating the existing business processes. The new system will be implemented based on the identified processes as well as emerging needs of the FCC and collateral technologies which support the FCC. If the existing process cannot be implemented, the Contractor will provide alternative processes, or will create a solution to work-around the existing process, in the new system or proposed product.
- c.** The Contractor will provide bi-weekly updates on project status to the FCC Project Manager. Updates will include (but not be limited to) all completed or pending actions, status of deliverables, variances from work plan projections, and planned (versus actual) delivery dates.
- d.** With the FCC Project Manager, the Contractor will participate in, at least monthly, project Steering Committee Briefings to communicate project status to FCC.
- e.** Discussion with, and approval by, the FCC Project Manager will be required to finalize The Implementation Work Plan, Milestones & Deliverables and its effective dates.
- f.** The Contractor will provide Revised Pricing based upon the Gap Analysis. The Revised Pricing should be tied to the Gap Analysis' Revised Milestones, Data and Image Conversion Plan, and other Deliverables.

### **7.3. Technical Setup and Project Preparation**

The Court Management System (and its constituent subparts including, but not limited to: Case Management System, Document Management System, Financial Management System, Electronic Filing Portal and Electronic Filing Fee Payment System, a Digital Trial Practice System, and a Judicial Dashboard) will be hosted on hardware located in the FCC "Courthouse Data Center" and on virtual servers, where applicable. Electronic Filing Portal and Electronic Filing Fee Payment System may be hosted by the Contractor. Contractor access to the FCC Courthouse Data Center is governed by the Courthouse Data Center *Memorandum of Understanding* dated January 1st, 2017 (APPENDIX F) which will subject those staff members of the Contractor who require access to the Courthouse Data Center to undergo security background checks, which may be supplemental to the standard Courthouse access background check. Redundant servers are located at the Fairfax County DMZ, located at 12000 Government Center Parkway, Fairfax, Virginia.

### **7.4. Application Development and Configuration**

The Contractor shall customize the base system in accordance with the Gap Analysis, Implementation Work Plan, and Requirements Document, as developed and approved. Working with the County, the Contractor will perform all Data Conversion, Legacy Image Conversion, and Initial Table-Loading tasks. The Contractor shall configure the system to meet operational, security, and performance requirements including: multiple-user environments (internal, external and public access) and all interfaces. The deliverable will be considered complete when the FCC Project Manager has accepted all the modifications in writing.

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### **7.5. Acceptance Testing**

- a.** The Contractor must demonstrate system performance through a *formal* Acceptance Testing Process (which includes a Stress Test co-authored by FCC and the Contractor). The system must perform as required in the County's technical environment, from various remote facilities and the system must meet or exceed the County's Requirements Document, as revised by the Gap Analysis. These functional requirements shall be in writing, and the Contractor and the County shall mutually develop specific, written criteria for any formal Acceptance Testing Process, which will objectively measure each such functional requirement.
- b.** The final Acceptance Test will use the results of the Contractor's Data and Image Conversion Plan. The Acceptance Testing data must represent 10% of the Data and Images of FCC's current system (including all case types and case subtypes.)
- c.** The final Acceptance Test must demonstrate all functionality and system components successfully.
- d.** The Contractor must define and demonstrate its procedures, to assist FCC with FCC's Failover Recovery Operations, in the presence of FCC IT staff and the FCC Project Manager.
- e.** The failure of any specific portion of the Acceptance Test will require that the entire Acceptance Test be rerun, not just the failed portion of the test.
- f.** The system is accepted only after both parties agree that the full Acceptance Test was successful and the FCC Project Manager has issued a written "Certified Final Acceptance" of the system.
- g.** No warranty period shall begin or final payment processed until such written "Certified Final Acceptance" document is issued.

### **7.6. Cutover and Acceptance**

The Contractor shall be responsible for system cut-over. Cut-over activities must closely parallel the County approved cut over plan. A cut-over working group composed of County personnel, FCC, the Contractor and other associated Contractors and service providers will be formed to plan and execute the system cut-over. Upon completion of installation, there will be a technical turnover of the modified system from the Contractor to the County. The County requires that changes, file structures and any other technical changes to the base system, as well as updated source code, be fully documented.

### **7.7. Training**

The Contractor shall develop a Training Work Plan and Curriculum for advance review and approval by the FCC Project Manager. The Training Work Plan should include scheduled, periodic follow-up and updated-training when a new release or version of any application is installed. The Contractor's Training Work Plan and Curriculum must specify the time required for all training, number of training sessions, and the Contractor's technical staff who will be conducting the training. The Contractor's County-approved Training Schedule should coincide with the installation of software and hardware. Upon acceptance by the Project Manager, the Contractor shall implement the Approved Training Work Plan.

## **SPECIAL PROVISIONS**

- a. In order to keep the training relevant to the ultimate look-and-feel of the system as well as fresh as possible and still accommodate the necessary number of sessions, it is expected that training will not begin until after preliminary system acceptance and before cut-over, but in no case will begin longer than 60 days prior to the scheduled "go live" date.
- b. The County will provide space sufficient for conducting the training and housing and securing the training equipment.
- c. Except for System Administration Training, or as mutually agreed by the parties, classes will contain no more than 20 trainees.
- d. Approximately 140 employees will require training. The County will work with and assist the Contractor in the scheduling of the training program.
- e. The Contractor shall be responsible for providing sufficient training materials and take-away documents such as user manuals and user guides/"cheat sheets" to adequately perform the initial training and provide follow-up reference material for the trainees.
- f. The Contractor shall support the ongoing training requirements for the County, and it is expected that the Contractor will conduct Train-the-Trainer sessions.
- g. The Contractor shall repeat any planned training sessions at no cost to the County, if the system Go-Live date is delayed due to the Contractor's actions or faults.

### **7.8. Warranty**

After the Certified Final Acceptance and final production cut-over, the system will move into the warranty phase, which extends for 365 days from the final production cut-over date.

### **7.9. Post-Production Maintenance and Support**

The systems shall move into maintenance and support mode upon the expiration of the warranty period. As part of this step, the Contractor will provide technical support and maintenance services, as negotiated.

## **8. ADDITIONAL REQUIREMENTS:**

### **8.1. Hardware Requirements**

- a. **If the proposed solution will be implemented and hosted at the County**, all hardware must be new equipment delivered in the manufacturers' original packaging and carrying the manufacturers' full warranty. The warranty period begins after system acceptance and certification by the County that the equipment is in production use. All equipment must be installed according to manufacturers' requirements. All hardware components must be sized appropriately to ensure that the performance requirements of the Contractor's application will be met. Equipment specifications provided by the County IT Plan within this RFP shall be considered as minimal requirements.
- b. The County may require up to five separate computing environments, with the ability to run concurrently, for development, testing, training, acceptance, and production. To ensure that each environment is technically equivalent, duplicate servers and workstations as specified in the County IT Plan shall be utilized except where virtual machine technology is preferred by the County. The County will work with the vendor to duplicate or approximate other relevant environmental considerations such as the network and system loading to ensure realistic testing scenarios are facilitated.

## **SPECIAL PROVISIONS**

- c. System hardware requirements should be listed in detail to include make model required for the full implementation of the application. Deviations for hardware proposed will be finalized during final design stages of the project.
- d. The County maintains a five-year replacement program for workstations and a five year replacement program for servers and associated ancillary equipment. The Contractor shall prepare technology refreshment specifications and costs for installed hardware currently under maintenance agreement every five years or when requested. If the proposed refresh is accepted in whole or part, the Contractor shall install and support the identified equipment through the warranty and subsequent maintenance periods.

### **8.2. Software Upgrade and Patches**

The Contractor shall make available to the County, at no additional charge, all upgrades and patches to the software, as they are released, so long as the County is currently under the Contractor's Software Maintenance Agreement. If the County opts to take advantage of the patch or updated version, the Contractor shall install and support it under the on-site Maintenance Agreement.

To ensure that documentation is consistent with the Fairfax operating environment, updated documentation must be delivered concurrently with the software update.

Upgrades and patches will be applied in accordance with FCC Change Management Procedures (ICMP) (Appendix C).

### **8.3. Servers and Work Stations**

System hardware requirements should be listed in detail to include make model and number of devices required for the full implementation of the application. Hardware proposed should be consistent with County standards as outlined in the County IT Plan.

### **8.4. Backup and Recovery**

The Contractor's solutions must have an appropriate automated backup capability for system and application backup and recovery. Backup media shall be in a format suitable for convenient off-site storage. The system must provide differential backup schedules for various system components configurable by the system administrator. Incremental and full back up capabilities must be provided. All backup and recovery processes must be subject to auditing and reporting. System backups must be accomplished without taking the application out of service and without degradation of performance or disruption to operations.

### **8.5. Source Code**

The Contractor must agree to either provide their proposed systems' source code to the County, or establish an escrow account with the exact version of the source code being implemented at the County. The Contractor must provide to the County, or escrow, the original, unaltered code, which must be replaced with the as-built code subsequent to completing the 1) testing, 2) acceptance and 3) implementation phases of this project. The Contractor must notify the County every time code versions are sent to escrow. This is required to ensure that the County has unrestricted access to and use of the source code in the event the Contractor ceases to exist, ceases to support the application, or otherwise terminates its relationship and/or ownership to the product.

## **SPECIAL PROVISIONS**

### **8.6. Ownership of and Access to Data, Source Code**

- a.** All County data is and must remain the sole property of the County. Therefore, all tools and capabilities native to the Contractor's solution should be available to the County to allow for full access to that data. All tables, layouts, queries, stored procedures, XML schema and other content developed to support the operation of a database and/or County applications in the Fairfax environment become the property of the County, and shall be available to the appropriate County personnel as needed and upon request.
- b.** The Contractor must provide documentation about schemas or database table organization at a level of detail that enables report writers to navigate and extract all information necessary to produce ad hoc reports.
- c.** All source code developed under a given task order must remain the sole property of the County. Vendors may request permission to re-use portions of the code written by their staff, however, this request must be made in writing to the Fairfax County Department of Procurement and Material Management for review and approval.
- d.** The above is not meant to include proprietary programs, tools or other intellectual property. However, such claim to proprietary content cannot intrude on the County's right to access its data without undue interference or additional cost.
- e.** Data owned by Fairfax County may not be used by the Contractor for any purposes without the express written consent of the appropriate County representative. Data covered under specific federal, state and local privacy laws are confidential. Any breach of privacy is cause for termination of contract.

### **8.7. System Administration**

The proposed solution must provide a suite of system administration tools to support the effective ongoing operation of the systems. The full suite of system administration tools native to the operating system and database utilized shall be available to appropriate County personnel.

System administration capabilities, at a minimum, must include the ability to:

1. Create and maintain user accounts
2. Manage security
3. Manage backup and recovery processes
4. Monitor and tune system performance
5. Install and configure hardware
6. Install and configure software/updates
7. Monitor and maintain interfaces
8. Schedule procedures
9. Manage disaster recovery procedures
10. Configure alerts
11. Organize and maintain system documentation
12. Perform remote management

The system administrator must be able to modify the layout and data elements displayed on all Offeror supplied forms and screen masks and create macros for completing common user functions.

## **SPECIAL PROVISIONS**

The system administrator or other authorized user must also be able to add a report, macro, or function to the application menu and add new data elements to forms or to report formats.

All system administration procedures must be supported by a detailed logging, auditing and reporting capability.

### **8.8. System Documentation**

The Contractor will supply documentation in printed and electronic format (MS Word Format and/or .pdf format at the County's option). The proposed solution must include complete documentation including, at a minimum:

- a. Technical Documentation (10 printed copies plus a CD) - must describe the technical architecture of the product as installed, configured and customized. The technical documentation must include information regarding the relational database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (APIs), program description, and report manual. The Contractor must compile and provide to the County complete documentation for all COTS and customized components of the Court Management System environment minimally including:
  1. Data dictionary
  2. Database table layouts
  3. Interface specifications
  4. Data conversion processes
  5. Programs
  6. XML schema
  7. Stored queries and procedures
  8. Canned Reports List and Report layouts.
- b. Systems Administration Documentation (10 printed copies plus a CD) - must describe the steps and procedures needed to operate the product as installed, configured and customized, on a day-to-day basis. It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc.
- c. User Documentation (10 printed copies plus a CD) - must describe the operation of the products, as installed, configured and customized from the perspective of the end user. The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc., and must be targeted to specific user groups.
- d. The Contractor shall, at no additional charge to the County, provide updated technical, System Administrator, and user documentation when major system changes or updates occur such as Versions or Releases. Documentation will be provided in electronic format with permission for the County to distribute internally as needed. All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, etc., addressed by the release or version.
- e. The Contractor shall, at no additional charge to the County, provide documentation for any system configurations and integrations. System documentation must be provided in a MS Word format. Any content within the documentation which is considered proprietary in nature shall be so marked and state the reasons why protection from public disclosure under the Virginia Freedom of Information Act is necessary.

## **SPECIAL PROVISIONS**

- f. The Contractor shall be responsible for maintaining all documentation for the application environment on an ongoing basis.
- 8.9. **Interoperability**

The County is pursuing each of these three types of interoperability in the venues where most suited:

- a. Application Level Interoperability: Agencies or organizations use the same application to perform the same business functions. Shared applications are useful if the application is built specifically with that purpose in mind.
- b. Data Level Interoperability: Agencies or organizations use standards-based technologies to share specific data elements in specific ways.
- c. Portal Level Interoperability: Portals enable communities of interest to share data that is of relevance to each through a common interface or portal. Portal level interoperability provides the option to offer several services via a single portal and to address multiple communities of interest that may have an overarching goal such as homeland security. Portals bring streams of data to particular communities of interest and enable filtering, chat functions and other tools and capabilities to be used against the data stream. Portal level interoperability relies on standards-based data level interoperability.

8.10. **IT/Cyber Security**

- a. All solution components must meet Information Security practices as described in the Fairfax County Information Technology Security Policy: [www.fairfaxcounty.gov/dit/](http://www.fairfaxcounty.gov/dit/)
- b. Offerors must submit a completed 2016 RFP Security Matrix (Appendix G)
- c. Solutions and implementation must be PII and PCI compliant, and meet ADA requirements.
- d. Offerors must submit a completed IT Services Provider Consultant/Contractor Agreement for the firm, and its personnel that have roles in the implementation and management of the implementation and post implementation maintenance and support as applicable (Appendix H). This requirement is non-negotiable.
- e. Contractor personnel are subject to monitoring by the County IT Security Office, and any person of the Contractor or its subcontractors or representatives that breach IT Security Policy and/or ethics are automatically removed from the engagement.
- f. **Sensitive and Confidential Information:** Sensitive or Confidential information may not be removed from Fairfax County Government premises unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents containing sensitive or confidential information. An exception is made for authorized off-site backups which are in encrypted form.
- g. **Authorized Tools and Programs:** Except as otherwise expressly authorized by DIT/ISO, contractor shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Fairfax County network infrastructure.

**SPECIAL PROVISIONS**

- h. **Remote Access:** Authorized users accessing the County's network remotely shall abide by security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises.

Remote access is a service provided by the County and shall be used for authorized business purposes only. To this end, management shall approve every request for remote access.

Remote access to the Fairfax County network shall be done using the DIT provided or supported services that are approved by the Information Security Office.

Agencies or individuals who wish to implement non-standard Remote Access solutions to the Fairfax County production network shall obtain prior approval from DIT and the Information Security Office.

Secure remote access shall be strictly controlled. Control will be enforced via remote access authentication using security tokens that provide one-time password authentication or public/private keys with strong pass-phrases. Furthermore, users may not share passwords or access devices to permit others onto the County network.

Remote Access control will be enforced via network and system level auditing. This information will be readily available for monitoring and review by appropriate personnel.

External access to and from information systems shall meet Fairfax County remote access standards and guidelines.

Fairfax County employees and contractors with remote access privileges shall ensure that their County-owned or personal computer or workstation, which is remotely connected to Fairfax County's network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.

Reconfiguration of a home user's equipment for the purpose of split-tunneling or dual homing is not permitted.

All hosts that are connected to Fairfax County internal networks via remote access technologies shall use the most up-to-date anti-virus software.

By using remote access technology with personal equipment, users shall understand that their machines are a de facto extension of Fairfax County's network, and as such are subject to the same standards that apply to County-owned equipment; therefore their machines shall be configured to comply with Fairfax County policies and DIT standards for anti-virus software and patch management.

Employees and contractors with remote access shall provide their IP address (if using cable or DSL) to the Information Security Office and implement DIT defined security standards on their home systems, which include, but are not limited to, anti-virus software and firewalls. Periodic scans will be made against these addresses to ensure proper security measures are in place. Violators will have their remote access privileges revoked.

The County monitors its networks and systems for security violations. Users agree to this monitoring when they use the service.

## **SPECIAL PROVISIONS**

Whenever a computer network connection is established between a County computer and another computer at a location outside an official Fairfax County office, and whenever this connection transmits, or is likely to transmit sensitive information, the link shall be encrypted.

Users shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, or port scanners while connected in any manner to the Fairfax County network infrastructure.

Contractors working with health information are subject to Fairfax County's PM 70-05\_1 Information Technology Security Policy, Information Classification: Confidential ([www.fairfaxcounty.gov/dit/iso/pm70-05\\_01.pdf](http://www.fairfaxcounty.gov/dit/iso/pm70-05_01.pdf)).

### **8.11. Omissions**

By hiring the Contractor, it is understood that the Contractor is capable of designing a fully compliant system meeting all functional and technical requirements agreed to. This includes within the context of a requirement, all the underlying prerequisites and sub components to make the requirement whole to meet system functionality. It is also understood that the Contractor personnel are skilled and competent in their technical specialties as represented in the contract. The Contractor is fully responsible for any cost incurred related to lag due to its personnel, or when personnel are removed due to breach of county policy, miss-deeds, negligence or purposeful hindrance in executing technical duties.

### **8.12. Other Services/Quality Control**

The County may, at its option, procure the services of a third party to perform independent verification and validation. When this requirement exists for a particular project, the County will validate the findings, if any, and the Contractor must address any of the noted findings, as material issues, in a timely fashion.

The Contractor must establish formal evaluation/ quality control procedures, with a Quality Control Report, which monitors each facet of the final contract. The evaluation procedures and Quality Control Report must provide sufficient information to allow the County to monitor the contract product/service's progress and effectiveness. The County will use the Quality Control Report to evaluate the effectiveness of the court management system, on an annual basis. The Contractor will submit the Quality Control Report to the Contract Administrator and the FCC Project Manager identified in the final contract, not later than June 1 of each contract year.

### **8.13. Pursuant to the County's agreement with Department of Justice, the County is required to distribute the technical assistance document, "Accessibility of State and Local Government Websites to People with Disabilities" (Appendix J, also available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm)) to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the County (Internet Personnel). The Contractor shall review this document and assist the County with compliance.**

## **9. TECHNICAL PROPOSAL INSTRUCTIONS:**

### **9.1. The Offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order, and identified with headings, as presented herein. The County encourages the use of recycled products, so it is urged that proposals be submitted on paper made from, or with, recycled content and be printed on both sides.**

## **SPECIAL PROVISIONS**

Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the general topics outlined in this section and sections 4 thru 8 and emphasize the Offeror's approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror as it relates to the evaluation criteria listed in this RFP. The Offeror must submit the Technical Proposal in a separate binder containing the following information, divided by tabs.

### **9.2. Cover Letter**

The Cover Letter will provide a brief history of the Offeror and its organization. The Letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions, on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the Cover Letter transmitting the proposal. This Letter will also contain statements confirming inclusion of all proposal submittals as referenced below.

### **9.3. Executive Summary**

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary- level description of the contents of the Proposal.

### **9.4. Offeror Profile and Product History**

a. The Offeror will provide a profile of its organization and all other companies who will be providing products or services (either through a subcontracting arrangement with the Offeror). At a minimum, the Offeror should provide the following information on a single page:

- Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers
- Number of years in business
- Number of years involved with proposed software
- Total number of employees
- Number of employees dedicated to proposed solution (support, development, etc.)
- Total number of clients with proposed product in production
- Number of clients installed on Contractor's most current Product Release Version proposed
- Number of signed contracts in progress
- Latest gross sales revenue
- Latest gross income
- Latest 10Q Security Exchange Commission

b. List any litigation that the offeror are or were involved with on system implementations.

### **9.5. Statement of Qualifications:**

The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

## **SPECIAL PROVISIONS**

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter. The Offeror's record should reflect experience in work of a similar nature and magnitude, to that being proposed. Relevant experience must be associated with projects completed not more than five years prior to the date of this RFP. The County is interested in reference sites with similar services, and is interested in organizational competence certified at the CMMI level 2, or higher.
- b. References: Special notation must be made of similar implementation scope or related programs performed and must include organization names, addresses, names of contact persons, email and telephone numbers for such reference. The Offeror will provide a reference for at least three public sector customers. References should contain the contact information for relevant installation sites, including customer name, site location, industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement. Additionally, references should be utilizing the same version of the proposed solution.
- c. Personnel: Identify full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project. Information is required which will show the composition of the work group, its specific qualifications, and recent, relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent, relevant experience with the subject matter of the project. Current telephone numbers and email must be included.

- d. A Staffing Plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This requirement includes Consultants as well as regular employees of the Offeror.
  1. The County will only accept Contractor personnel who have significant, relevant experience with the Contractor's systems and can show a successful track record at locations of similar size and complexity as Fairfax County.
  2. All Contractor personnel assigned to work on-site at FCC on this Court Management System project, will be required to undergo a criminal history check and sign a non-disclosure agreement. Off-site personnel may also be subject to a criminal history check depending on the sensitivity of the data involved. Please note that arrangements for required criminal history checks must be made in advance with the Sheriff's Department. The County reserves the right to reject any personnel proposed by the Contractor for any reason.

**SPECIAL PROVISIONS**

3. Support personnel proposed by the Contractor must have the necessary level of training and experience with the application suite to ensure that the County is receiving expert-level support. The Contractor must provide the County with a listing of all certificates, training courses and other relevant evidence to document the level of expertise of proposed support personnel.
- 9.6. The personnel named in the Technical Proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the FCC Project Manager.

**9.7. Financial Statements:**

The Offeror shall provide an Income Statement and Balance Sheet from the most recent reporting period.

**9.8. Understanding of the problem and technical approach.**

- a. Statement and discussion of the requirements as they are analyzed by the Offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches to project management, product configuration, product engineering, data conversion, reporting, interfaces, product documentation, training, testing, installation, installation support, final system acceptance, and post-production maintenance and support and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- c. Gap analysis discussion – describe the methodology used to perform the Gap analysis, include any processes and/or procedures to be used.
- d. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- e. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

**9.9. Preliminary Implementation and Deployment Work Plan:**

The Offeror must present a Description of the Phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should separately address each of the requirements described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the project scope described in these Special Provisions.

This Preliminary Implementation and Deployment Work Plan should also include detailed descriptions of activities that are to occur, project timeline, significant milestones, and anticipated deliverables.

## **SPECIAL PROVISIONS**

**9.10. Proposed Solution (*description of proposed product*)**

The Offeror must describe the computer hardware and system software platforms required to install and operate the proposed applications. Details will include any operating system, support, or utility software with appropriate release levels, operation requirements, on-line diagnostics and help, security requirements, connectivity requirements, and disaster recovery program. A detailed description of the proposed system configuration, associated system components, and available options must be included, as well as a list of the necessary installation and training services. Describe proposed method for interfacing to other systems (i.e. Open API, Web Services, XML, proprietary point solution). Offerors must address all of the functions, technical specifications and requirements described in Sections 4, 5, 6 (Appendix D), 7, 8 and 9 of this RFP.

In addition, the Offeror shall provide information on the following:

**a. Describe Data Import and Export**

The Offeror must describe its products' capability and describe how they are accomplished through the proposed system.

**b. Describe Security**

1. Describe special access requirements to remote/field locations
2. Describe Firewall access requirements and limitations

**c. Describe Network Requirements**

1. Describe any batch processing requirements
2. Describe integration requirements to other systems

**d. Describe Disaster Recovery/Continuity of Operations**

The Offeror's Disaster Recovery Plan should document the procedures necessary to respond to system disruption or a disaster that would affect the system.

The scope of the Offeror's Disaster Recovery Plan should include all the departments that are dependent on the system.

The document should provide a way to maximize the effectiveness of disaster recovery operations through an established plan that consists of at least the following phases:

1. Notification/Activation Phase: detect and assess damages and activate the plan.
2. Recovery Phase: restore temporary IT operations and recover damages done to the original system, which includes time-estimates or Response-Time thresholds, with attendant Response-Time Cost Matrix.
  - a. Reconstruction Phase: restore Information Retrieval system processing capabilities to normal operations.

Identify the activities, resources, and procedures needed to carry out processing requirements for a prolonged period of time. Assign responsibilities to designated personnel and provide guidance for recovery during prolonged periods of interruption to normal operations. Ensure coordination with FCC staff.

**SPECIAL PROVISIONS****e. Describe Product Support**

1. Help Desk Hours and Physical Locations of the Help Desk Services Provided
2. Escalation Procedures for Problem Resolution
3. Define Problem Priority Scheme for establishing priority, addressing problem, and response times
4. Staff assigned to FCC account or assigned to help desk calls
5. Methods used to track calls to resolution

**f. Describe existing Software Development Life Cycle (SDLC) followed by Offeror and any deviances from the County's SDLC****g. Identify Database Software**

1. Proposed Database
2. Proposed Database Release/ Patch Level
3. Operating System for Database Server
4. Proposed Development Tools
5. Referential Integrity Maintenance Application, Database (both Application and Database)
6. Entity Relationship Diagram
7. Complete list of Tables with groupings by business area or application area
8. Proposed Production Backup Scenario
9. Application database Release Cycle, i.e. Monthly, Quarterly, or Annually
10. Estimated Storage requirements, 1 month, 6 months, 1 year, 3 years

**h. Describe Data and Image Conversion**

Conduct comprehensive data conversion, based on the Data and Image Conversion Management Plans, which includes all existing legacy databases, images and indices. Incorporate the Data and Image Conversion Management Plan into the Gap Analysis, as set out herein.

**i. Identify Reporting Tools**

Indicate any third party reporting tools required for canned, *ad hoc* reporting or data-mining, i.e. SQL Reporting Server, Crystal Reports, etc.

**j. Describe Software Application**

Provide a detailed description of the product functionality, capabilities, reliability, performance, configurability and integration. Also include a discussion of any limitations as compared to the requirements set forth in the RFP.

**k. Describe Server, Desktop and Connectivity Requirements**

1. Server specifications
2. Client hardware specifications
3. Discussion of FCC's environment, in the context of the proposed solution
4. Identify all software intended to reside on the FCC user's PC
5. Identify all software intended to reside elsewhere (for instance on the Cloud, on Contractor's servers or virtual servers)

## **SPECIAL PROVISIONS**

Identify any hardware, software, or services required to connect to Fairfax County Network, to include:

1. Functions
2. Features
3. Include data model/Entity Relationship Diagram (ERD)
4. Include architectural diagram

### **I. Provide Supplemental Agreements**

Offerors must provide any supplemental agreements proposed by the Offeror to be utilized during the performance of the contract. Such agreements may include but are not limited Software License Agreement, Maintenance Agreement, Service Level Agreement (SLA), End User Agreement, Agreements with Third Party Suppliers, Scope of Work (SOW), Warranty, etc.

**Software License:** In general, the preference is for non-exclusive, perpetual licenses. The license agreements should address all software components including third-party software, base system software provided by the Offeror, and custom software developed specifically for this project. The software license agreements provided should be the actual documents (or exact duplicates) of the forms to be used for this project, not a typical or sample document. The Offeror shall identify any conditions of the software license agreements that differ from the requirements for software licensing identified in the solicitation documents.

**Software Maintenance:** Include description of services provided as part of the recurring annual maintenance fee, such as software fixes, updates; cycle for updating the Product; and Management Strategy for addressing third-party software updates which are part of Offeror's Product. Escalation of maintenance fees over time shall be capped commensurate with CPI in accordance with Paragraph 12. Pricing.

**Technical Support and Consulting Services:** Other than maintenance on the software licenses, services shall be delivered under separate terms as defined in a specific Statement of Work, conforming to County standards. Support services including Consulting and Development Services, Implementation Services, and Tech Support for Customizations not covered by software license maintenance must be detailed separately. Unless otherwise negotiated, and conforming to this requirements, the County assumes all customizations and software code is fully covered under the Maintenance Agreement, if any.

### **m. Software Updates**

The Offeror must explain how new releases or upgrades are handled; indicate how long, on average, it takes to install and test a change/release/upgrade, and describe the typical process used to implement updates/changes/releases. Offerors shall also provide the dates and release number for enhancements and service releases for the past five years.

### **n. Warranties**

The Offeror shall include in its proposal a list and description of warranties provided, including but not limited to:

- Warranty of Performance – one-year performance warranty covering the specifications for and performance of all software and services, commencing upon system acceptance

## SPECIAL PROVISIONS

- Warranty of Representations made by Offeror in response to RFP
- Warranty Against Viruses – Offeror warrants against deliberate time bombs – encrypted key technology to disable the system or otherwise hinder system functionality
- Warranty of Offeror Capability – Offeror is financially viable and there are no legal proceedings against the offeror that could jeopardize this agreement
- Warranty of Past Success – System is installed and running at other similar locations, and there is no pending litigation against the Offeror based upon problems with the system and Offeror performance
- Configuration Warranty – Offeror warrants that the system provided and installed includes all components necessary to perform the processing presented
- Release Warranty – Offeror warrants the combination of hardware, software, and operating system requirement

The period of time the warranty is in effect should not overlap with that of the maintenance agreement. Should both warranty and maintenance agreements run concurrently, the offeror must provide sufficient evidence to demonstrate the benefit of services under both agreements. Otherwise the maintenance fees should not be incurred until after the warranty period has expired.

### **o. Third-Party Products**

To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the offeror should explicitly state the name of any third-party products. The offeror should provide proof that they have access to the third-party software source code (own or in escrow) and that the offeror has the ability to provide long-term support for the third-party software components of their system.

#### **9.11. Treatment of the Issues:**

In this section, the Offeror may also comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the REQUIREMENTS and TASKS TO BE PERFORMED sections, and may propose alternative approaches.

#### **9.12. Appendix D (Requirements Document):**

The Offeror shall complete Requirements Document (Appendix D) which provides an outline of the functional and technical requirements of the new CMS and include it in the technical proposal.

#### **9.13. Exceptions:**

If taking exceptions to any requirements in the RFP, identify the item(s) that exception is taken to, succinctly state the reasons for the exception and include them under a separate tab labeled "Exceptions". The written explanation should include the scope of exceptions, the ramification of the exception for the County and the description of the advantages or disadvantages to the County as a result of such exception. The County, at its sole discretion, may reject any exception or specification within the proposal.

## **SPECIAL PROVISIONS**

- 9.14. Complete and Submit the IT Services Provider Consultant/Contractor Agreement (APPENDIX H) and Employee Agreement Concerning the Support and Use of Information Systems and Communications Technology Template (APPENDIX I).

Complete and include the DIT SECURITY TEMPLATE (APPENDIX G).

If completed templates are not received, the proposal may be considered non-responsive.

### Payment Card Industry Data Security Standard (PCI-DSS)

- Adherence to the rules and regulations governing the processing of electronic transactions and the storage of transactional information is something Fairfax takes very seriously. Any banking institutions must undergo rigorous annual audits to ensure that it fully meets or exceeds industry standards. Offeror must maintain an active PCI certification. Please indicate PCI compliance and any other relevant industry certifications ensuring the protection of financial data if applicable.
- Any proposed services or interfaces in regard to payment processing must be compatible with Fairfax County's existing PCI compliant infrastructure. Offeror shall provide evidence that any solutions or services are PCI certified, maintain that certification and guarantee that payment related information is protected at all times.

- 9.15. Complete and include all other required forms included in Appendix B.

## **10. COST PROPOSAL INSTRUCTIONS:**

- 10.1. The Offeror must submit a Cost Proposal in a separate binder, which is fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (See APPENDIX K – Cost Proposal Workbook). The following information should be submitted as part of the Cost Proposal:

- a. The offeror shall complete and submit the Cost Proposal Workbook (Appendix K) which includes worksheets for one-time implementation expenses, software licensing pricing, ongoing operational expenses, and hourly rates as per the instructions in this section. All worksheets must be completed. Failure to provide the worksheets may cause the Offer to be determined to be non-responsive. Offerors should provide Fixed Prices in all areas where possible and give their best-estimates on all others. The Offeror must identify those costs that are not fixed. Proposed pricing shall be F.O.B. destination and shall NOT include state and local taxes.

b. **One Time Implementation Expenses:**

1. Provide a detailed breakdown of all costs required for the successful implementation, utilizing the Cost Proposal Workbook. The Offeror shall fully identify all costs associated with the proposed solution including licensing, training, data conversion, etc. Provide a breakdown of each implementation task/phase in the worksheet labeled Supporting Schedule – Implementation Services. Travel and *per diem* (or subsistence costs) must be supported by a breakdown including: destination, duration and purpose. Approved travel expenses may be reimbursed at the current GSA rates and in accordance with Fairfax County Travel Policies. Offeror must include a breakdown of any other expenses such as clerical support, other overhead costs, supplies, etc. Breakdown of travel and other expenses required for implementation shall be itemized in the worksheet labeled "Travel & Other Costs".
2. The County will view proposals more favorably that waive or discount the software maintenance fee for the first year, since the software is not in production yet.

## **SPECIAL PROVISIONS**

3. The Offeror must specify the cost for developing interfaces and data and image conversion of all data and images identified in their response. Offeror should include the cost of conversion to a format compatible with the new system, provide the length of time to convert and upload the data, and explain how data conversion will be accomplished.
- c. **Software Licensing Fees:**
- Provide pricing for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party products.
- d. **Ongoing Operational Expenses:**
1. Provide all on-going maintenance and support expenses including technical support, upgrades, updates, training, etc.
  2. Software Maintenance, if any, must be calculated from a clearly-defined basis, and be an optional purchase at the County's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the County assumes the maintenance basis to be the Net Price Dollar Amount of non-exclusive, perpetual use licenses, times the Annual Maintenance Percentage Amount, not to exceed 5%, and due in advance of the period covered on an annual, or quarterly, basis. Any software customizations not covered in the maintenance terms must be clearly identified.
- e. **Hourly Rates:**
- Propose a pricing schedule for labor categories that may be needed for consulting services over the duration of the resulting contract. All hourly rates shall be fully loaded and shall include all associated costs such as travel expenses.
- f. Fairfax County will require the Offeror to propose all equipment and material on this project. The equipment will be new, unless otherwise agreed to in writing by the County. Regarding equipment and material, the County has the option to solicit third parties for alternative costs.
- g. The County may choose to lease/purchase equipment proposed as part of the offeror's solution by utilizing the County's Tax Exempt Master Lease Agreement (Contract Number 4400005795).
- h. Provide description and rates associated with services which are not covered under the annual maintenance agreement and fees (Fees must be identified in Appendix K, Cost Proposal Workbook, Ongoing Operational Expenses Worksheet).
- i. The implementation of an integrated CMS is a complex effort and that not all possible variables are provided for within this RFP document. Therefore, the Offeror may be required to make some assumptions about the Court's environment or specific requirements. Offeror must document any assumptions made in this RFP. Do not use "To Be Determined" or similar annotations in the cells for cost estimates. The County is asking Offerors to estimate prices and hours for all categories with the understanding that they have to make assumptions.

**NOTE: Failure to break-down cost elements may render the Cost Proposal non-responsive.**

**SPECIAL PROVISIONS****11. CONSULTATION SERVICES:**

- 11.1. The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.
- 11.2. The Contractor's staff may be called upon for consultation with County staff on an as-needed basis, on weekends and evenings.

**12. PRICING:**

- 12.1. The subsequent contract may be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices, as determined solely by the Purchasing Agent. Annual recurring maintenance fees associated with all software shall not increase cost beyond the Consumer Price Index-Urban (CPI-U), for a given year.
- 12.2. The request for a change in the unit price shall be in writing and shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI), change in manufacturer's price, etc.)
- 12.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (APPENDIX A)

**13. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 13.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 13.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 13.3. Appendix B (Request for Protection of Trade Secrets or Proprietary Information) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 13.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**14. CONTACT FOR CONTRACTUAL MATTERS:**

- 14.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Jamie Pun, CPPB, VCO, Contract Specialist II  
Department of Procurement and Material Management  
Telephone: (703) 324-3653  
[jamie.pun@fairfaxcounty.gov](mailto:jamie.pun@fairfaxcounty.gov)

**SPECIAL PROVISIONS**

- 14.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 19.3).

**15. REQUIRED SUBMITTALS:**

- 15.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

**16. SUBMISSION OF PROPOSAL:**

- 16.1. Offerors are required to submit the following:

- a. One (1) original (duly marked) hard copy of the Technical and Cost Proposals;
- b. Sixteen (16) hard copies of the Technical Proposal;
- c. Sixteen (16) hard copies of the Cost Proposal; and
- d. Two (2) electronic copies of the Technical and Cost Proposals on CDs or thumb drives.

Department of Procurement and Material Management  
 12000 Government Center Parkway, Suite 427  
 Fairfax, Virginia 22035-0013  
 Telephone: 703-324-3201

- 16.2. Offerors are reminded that changes to the request for proposal, in the form of *addenda*, are often issued between the Issue Date and within three (**3) days before the due date** of the solicitation. All addenda MUST be signed and submitted to the Department of Procurement and Material Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the Proposal. *Notice of Addenda* will be posted on eVA and Fairfax County's DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current *Addenda* at <http://www.fairfaxcounty.gov/solicitation/>
- 16.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that the organization of their response, as well as its thoroughness, is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy-to-follow manner.
- 16.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.
- 16.5. Each original and set of the eighteen (18) copies of the proposal shall consist of:
- a. Cover Sheet (**DPSM32**)
  - b. Technical Proposal as required in the Special Provisions, Paragraph 9, entitled **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost Proposal as required in the Special Provisions Paragraph 10, entitled **COST PROPOSAL INSTRUCTIONS**.
- 16.6. By executing the Cover Sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be **submitted by mail or delivered in person**.

**SPECIAL PROVISIONS****17. LATE PROPOSALS:**

- 17.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed will not be considered for contract award and will be returned to the Offeror.

**18. PERIOD THAT PROPOSALS REMAIN VALID:**

- 18.1. Proposals will remain valid for a period of three-hundred and sixty-five days (365) after the date specified for receipt of proposals.

**19. BASIS FOR AWARD:**

- 19.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 19.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 19.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the Procurement Official named above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an Offeror from the procurement process.
- 19.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations or demonstrations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 19.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 19.6. Proposal Evaluation Criteria:

OFFEROR QUALIFICATIONS AND EXPERIENCE	25%
FUNCTIONS AND FEATURES/TECHNICAL COMPLIANCE	35%
DATA AND DOCUMENT CONVERSION PLAN	5%
DEMO	20%
PRICING	15%

**SPECIAL PROVISIONS**

- 19.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 19.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 19.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 19.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 19.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**20. INSURANCE:**

- 20.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the Offeror or by the County. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 20.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
  - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Offeror from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.
  - c. The Contractor agrees to maintain Cyber Security and Privacy Liability insurance in the amount of \$5,000,000 per occurrence to cover its operations in the event of a cyber breach.
  - d. Liability insurance may be arranged by General Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

**SPECIAL PROVISIONS**

## e. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VI or better.

## f. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (APPENDIX A) shall apply.

- g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Fairfax County Purchasing Agent and/or Risk Manager before any work is started.
  - h. If the Contractor delivers services from a Fairfax County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned, County-installed and County-maintained equipment used by the Contractor while in their care, custody and control for use under this contract.
- 20.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Fairfax County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 20.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 20.5. Fairfax County, their employees and officers shall be named as an additional insured in the General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

**21. METHOD OF ORDERING:**

- 21.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (POs) and, approved Fairfax County Procurement Cards.
- 21.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The Purchase Order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 21.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 21.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

**SPECIAL PROVISIONS**

- 21.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**22. REPORTS AND INVOICING:**

- 22.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to the Project Manager, monthly statistical reports and an annual tabulated report
- 22.2. If multiple agencies are involved, the Contractor must invoice each project manager/each County department separately. Invoices for all users of the contract must meet County's requirements, unless otherwise indicated. The Contractor must send the Project Manager(s) an itemized monthly invoice (or as agreed to between the parties), which includes the following information:
- a. Project Milestone
  - b. Project Phase and Task;
  - c. Date of Services
  - d. The Type of Services; and,
  - e. The Itemized Cost for each item/service.
- 22.3. The Contractor will provide the County a monthly and year-to-date utilization report which lists all information shown above in paragraph 22.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**23. PAYMENTS:**

- 23.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions Paragraph 7, entitled **TASKS TO BE PERFORMED**. Payment Schedules for Fixed Price orders should be structured in a way that spreads the cost of the order over the life of the order with the largest payment coming at the successful conclusion of the order. At no time should payments be attached to the initial signing of the contract and or a contract start date. Payments should be aligned with significant milestones or deliverables. Preferably, payments should be aligned with the acceptance and production go-live dates for the system.

**24. ELECTRONIC PAYMENT OPTION:**

- 24.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to [ACHpayments@fairfaxcounty.gov](mailto:ACHpayments@fairfaxcounty.gov).

**25. CHANGES:**

- 25.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Fairfax County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

**SPECIAL PROVISIONS**

- 25.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
- 25.3. Any Contractor provided documents, such as SOW (Scope/Statement of Work), SLA (Service Level Agreement), Maintenance Agreement, quote, invoice, etc. shall not contain language which would attempt to alter the pricing, terms, and conditions of the resultant contract. Contractor acknowledges that should such document be presented to the County, the County reserves the right to reject such, furthermore should such cause a delay in the delivery of services to the County as required by the resultant contract, the Contractor will make every effort to correct the document and resubmit to the County in a timely manner so as not to cause a delay/interruption in services (see 26.3 below).

**26. DELAYS AND SUSPENSIONS:**

- 26.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time which, in the discretion of the Purchasing Agent, is reasonably-suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the contract breach by, or fault or negligence of the Contractor.
- 26.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Purchasing Agent and FCC Project Manager written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time which, in the discretion of the Purchasing Agent, is reasonably-suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the contract breach by, or fault or negligence of the Contractor.
- 26.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a Contract Amendment.

**27. ACCESS TO AND INSPECTION OF WORK:**

- 27.1. The Fairfax County Purchasing Agent and the Clerk of the Circuit Court of Fairfax, or their respective authorized designees will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**28. PROJECT AUDITS:**

- 28.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
  - a. If the contract is terminated for any reason in accordance with the provisions of these contract documents, in order to arrive at equitable termination costs;

**SPECIAL PROVISIONS**

- b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the contract, or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 28.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 28.3. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 28.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower-tier subcontractors in their subcontracts, for any portion of the work.
- 28.5. Should the Contractor fail to include this clause in any such contract or lower-tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur, in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

**29. DATA SOURCES:**

- 29.1. The County will provide the Contractor with all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

**30. SAFEGUARDS OF INFORMATION:**

- 30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to the Contractor or prepared/ assembled by the Contractor, under the final contract.

**31. ORDER OF PRECEDENCE:**

- 31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions shall take precedence over the General Conditions and Instructions to Bidders, (APPENDIX A).

**32. SUBCONTRACTING:**

- 32.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <http://www.sbsd.virginia.gov>, local chambers of commerce and other business organizations.

**SPECIAL PROVISIONS**

- 32.2. As part of the contract award, the Contractor (prime contractor) agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference APPENDIX B to this solicitation.

**33. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 33.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 33.2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
- 33.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 33.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with this contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 33.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**34. NEWS RELEASE BY VENDORS:**

- 34.1. As a matter of policy, Fairfax County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**35. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 35.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

**SPECIAL PROVISIONS**

- 35.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**36. HIPAA COMPLIANCE:**

- 36.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 36.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

**37. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 37.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**I. AUTHORITY** -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

### 2. DEFINITIONS-

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BEST VALUE:** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONSULTANT SERVICES:** Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**COUNTY:** County of Fairfax.

**GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**QUICK QUOTE (QQ):** A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

## **General Conditions and Instructions to Bidders**

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

**SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

**STATE:** Commonwealth of Virginia.

### **CONDITIONS OF BIDDING**

**3. BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

**4. LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Procurement and Material Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

**5. WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
  2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

## **General Conditions and Instructions to Bidders**

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

**6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

**7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.

**8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.

**9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

**10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.

**11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

**12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

**13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

**14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Procurement & Material Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpmm/bid-tabulations/>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

**15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

**16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

**17. BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

## **General Conditions and Instructions to Bidders**

**18. TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**19. PROHIBITION AGAINST UNIFORM PRICING**-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

### **SPECIFICATIONS**

**20. QUESTIONS CONCERNING SPECIFICATIONS**-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

**21. BRAND NAME OR EQUAL ITEMS**-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**22. FORMAL SPECIFICATIONS**-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**23. FEDERAL SPECIFICATIONS**-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

### **AWARD**

**24. AWARD OR REJECTION OF BIDS**-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

## General Conditions and Instructions to Bidders

**25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

**26. TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

**28. INSPECTION-ACCEPTANCE**-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

**29. DEFINITE BID QUANTITIES**-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

**30. REQUIREMENT BID QUANTITIES**-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

## **CONTRACT PROVISIONS**

**31. TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**32. TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

## General Conditions and Instructions to Bidders

### **33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

### **34. CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

### **35. SUBLetting OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

### **36. FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

### **37. DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

### **38. NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

### **39. NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

### **40. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

### **41. SMALL AND MINORITY BUSINESS UTILIZATION**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

## General Conditions and Instructions to Bidders

**42. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**43. PRICE REDUCTION**-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

**44. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**45. PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

### **DELIVERY PROVISIONS**

**46. SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**47. RESPONSIBILITY FOR SUPPLIES TENDERED**-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

**50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

## General Conditions and Instructions to Bidders

**51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

**52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

**54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

**56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

### **BILLING**

**57. BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

### **PAYMENTS**

**58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

**59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

### **GENERAL**

**61. GENERAL GUARANTY**-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

## General Conditions and Instructions to Bidders

### **62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

### **63. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

### **64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

### **65. LICENSE REQUIREMENT**-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

### **66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### **67. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **68. VIRGINIA FREEDOM OF INFORMATION ACT**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

## **General Conditions and Instructions to Bidders**

### **BIDDER/CONTRACTOR REMEDIES**

#### **69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
  1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
    - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
  5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
  7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

#### **70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

#### **71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

## General Conditions and Instructions to Bidders

### **72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

### **73. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

### **74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.**

**75. COOPERATIVE PURCHASING-**The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

**76. PROFESSIONAL AFFILIATION-**The Department of Procurement & Material Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

## General Conditions and Instructions to Bidders

**77. DRUG FREE WORKPLACE**-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**78. VENUE:** This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

**79. IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**80. CONTRACTOR NOT TO BENEFIT:** Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

**APPROVED:**

/S/ David P. Bobzien  
**COUNTY ATTORNEY**

/S/ Cathy A. Muse  
**COUNTY PURCHASING AGENT**

**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

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

## **BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
  - Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
  - Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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Signature

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Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

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

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

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.
2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

*This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.*

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to  
Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann.  
§ 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

- a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.
- b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret""). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The offeror:

- is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR-  
 is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-  
 is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-  
 is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals:

### **Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

---

Vendor Name

## **BUSINESS CLASSIFICATION**

### **DEFINITIONS**

**Small Business** – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**Woman-Owned Business** – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32).** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



**COUNTY OF FAIRFAX**  
**DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT**  
**SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM**  
**12000 Government Center Parkway, Suite 427**  
**Fairfax, Virginia 22035-0013**  
**Fax: 703-324-3228**

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: \_\_\_\_\_

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

**Complete and return this form with your proposal.**

<b>Fairfax Circuit Court FCC (ICMP)</b>	
Reference: <b>Change Management Procedure</b>	Implementation Date: <b>12/20/2016</b>

## **PURPOSE**

The Change Management Process is designed to provide an orderly method in which changes to the CMS environment or functionality are requested and approved prior to the installation or implementation.

## **SCOPE**

Change Management provides a process to apply changes, upgrades, or modifications to the CMS environment or functionality.

Changes to the IT environment arise from many circumstances, such as:

- Periodic maintenance,
- User requests,
- Hardware and/or software upgrades,
- Acquisition of new hardware and/or software,
- Changes or modifications to the infrastructure,
- Environmental changes,
- Operations schedule changes,
- Changes in hours of availability,
- Unforeseen events,
- New or changed business requirements.

The above list is not all-inclusive.

## **REASON FOR CHANGE REQUEST:**

Please include SCOPE and type of change.

(Determine whether this will affect job roles, process changes, policy changes, and/or structural organization. List the departments, work groups, systems, or other components that may undergo change).

## **STAKEHOLDER SUPPORT:**

Describe Stakeholder Support

(List all stakeholders affected by the plan, for example senior management, project manager, project sponsor, end users, and/or employees affected by the change. For each one, write whether the stakeholder supports the change.)

## **FCC CHANGE MANAGEMENT PROCESS**

- Date of change request

- Change request number, assigned by project manager
- Title and description
- Submitter name, email, and phone number
- Priority (High, Medium, or Low). Urgent change management plans may require specific deadlines.
- Product and version number
- Mark of approval or rejection
- Signature of the person approving or rejecting the request
- Change implementation deadline
- Change implementation pricing
- Change completion date

**CHANGE REQUEST TRACK/LOG:**

- Who made the decision
- When the decision was made
- A summary of the reasons behind the decision, and the process used to reach it. Attach any documents related to this process

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
1	Access Security	Ability to centralize and define security roles within the CMS/E-File/Judicial Dashboard/Interfaces to correspond to job function and duties; which will include security levels on screen, record, field, case type and function. (i.e. add, update, delete, read only, email and print)	
2	Access Security	Ability to track case folders/Physical evidence utilizing the existing bar codes on the physical case file folders or apply a system generated barcode/Trial exhibit annotation as required.	
3	Access Security	. Any future use of barcodes must allow for the CMS to read current as well as new barcodes.	
4	Access Security	. Ability to check in or out multiple (batch) case files based upon date and person, hearing type or judge, with multiple sort options.	
5	Access Security	Ability for archiving records and for searching and retrieving those records.	
6	Access Security	Provide a series of system administration reports that detail items by user id such as: attempts to access unauthorized data, user after hours activity, etc.	
7	Access Security	Application maintains audit trail of updates made to the application software and interfaces.	
8	Access Security	System should be designed to track and provide audit trail of application data updates (even those via an interface), such as date, time, transaction ID, user ID, agency ID, case number involved.	
9	Access Security	Audit trail should be easily accessible to authorized users on a screen display, which allows grouping/sorting by user ID, transaction ID, case number. Information must have range totals by date, and be exportable and printable.	
10	Access Security	Ability to classify documents/case file "for security purposes" as sealed (portions or whole case file). Access to Sealed Portions should be restricted to users/groups with sealed access authority. Ability to distinguish classified documents/case files "by Virginia Code" including effective date of the legislation and code section or "by Order of the Court" identifying Judge, and audit trail of classification of userid.	
11	Access Security	Ability to limit access to just specific cases for certain authorized users, both internal, internal-governmental and external. This is in addition to the application security which defines the access to the user profiles.	
12	Access Security	Public access to Circuit Court information is currently available on CPAN (Courts Public Access Network) via subscription through the internet. The solution needs the ability to provide public information in a format consistent, but not limited to, the information presently available in CPAN.	
13	Access Security	Ability to "remove" cases with appropriate security.	
14	Access Security	Provide security levels for confidential addresses, DOB and/or names, family, and victims.	
15	Access Security	Functionality to designate partial seal case files, seal doc level, seal by code, and seal by order of court with judicial identifier. Doc level seal alert designation functionality. Should be able to seal document that is uploaded. Not just seal the document that is scanned.	
16	Access Security	Ability to implement sub-case type level security within cases, such that users may only be authorized to view information for one/some of the sub-case types, and not all sub-cases related to a case.	
17	Access Security	For agencies which have been granted outside access to the CMS/E-file portal, the system needs to force them to adhere to a security profile at an agency level, firm level or user level with audit capability. And the ability to update and communicate security announcements.	
18	Access Security	For Remote Access to digital case files, litigants and Counsel Of Record must be able to view the entire digital case file (including sealed or partially-sealed elements of the case file). NOTE: The sealed or partially-sealed portions of the digital case file SHALL NOT be accessible remotely by the general public.	
19	Access Security	Integrate with County Active Directory for access for internal users	
20	Accounting	Provide method to customize "clerk alert" to staff: for example, No Checks Accepted, warrant status, NSF, "On Bad Check Log," Check Returned, ACH fail, "Outstanding Balance-Restitution," "Outstanding Balance: Court Costs," "Interpreter Needed", "Bench Warrant," "High-Profile Case," "Urgent filings/case" or "No Filing Allowed." Clerk Alert must show on all cases associated with that party number.	
21	Accounting	"Clerk Alert" when Payee is not a party of record or Payee is not reflective of Court Order.	
22	Accounting	Ability for court to accept online payments for Filing Fees, Fines and Costs.	
23	Accounting	Need the ability to pull payments made online by date, so DC-30s can be mailed and judgments released. (Attachment D.1: DC-30) Also allow the Court to select parties and charges that are not eligible for ePayment (for example: FCC can disallow ePayment by person Convicted of Credit Card Fraud).	
24	Accounting	For on-site payments, comply with EMV chip/pin Personally Identifying Information (PII) standards.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
25	Accounting	Maintain all detail of revenue distribution per transaction and legal authority (i.e.: per judge order, with date), including modifications and changes, for a minimum of 20 years.	
26	Accounting	Provide ample character count in the Payee field. (For example, Check Payee Line can tolerate "The Estate of George Washington, President of the United States of America, his capacity as Such" = 92 character-count)	
27	Accounting	Ability to print checks in-house, with ample characters. Ability to make payment through "E-Check", with attendant paper back-up.	
28	Accounting/Criminal	Ability to flag Surety Company as Suspended (Rule to Show Cause prompts suspension) and provide user with suspended message, which can be overridden.	
29	Accounting	Ability to process Bond/Bail Exoneration (including distribution of the bond), with full audit trail.	
30	Accounting	Provide automated process for Bond/Bail Forfeitures between Criminal Division and Accounting Division (for example, without a Journal Voucher). (for example, Account Code 502: Criminal Bond and Account Code 210: Bond Forfeiture).	
31	Accounting	Ability to Reinstate Bond/Bail.	
32	Accounting	Ability to transfer Bond or Cash Bail from one case to another, with full audit trail and internal transfer tracking mechanism. The audit trail reporting of transfers (including staff responsible for the transfer) needs to cross-reference the two cases i.e. two parties in this transfer.	
33	Accounting/Criminal	Provide user-interface to enter Bond Information, (e.g.: bond number, defendant name, (bond payee, if not a party), date, case number, date posted, bond filing date, case type, bond type, bond amount, booking number, agent name, and surety company). Agency and Surety Company Address on Date of Bond Issuance must be retained for Rule to Show Cause Notices. System must be able to distinguish discrete Agent from discrete Surety.	
34	Accounting/Criminal	Ability to choose Agency and Surety Company from user-maintained table. List should be sorted alphabetically and/or sortable by other data fields.	
35	Accounting	Ability to search and report on bail bonds and cash bail posted by bond number, bonding agent, bond status, and other user-defined criteria. System must be able to distinguish between a non-party Payee and a party Payee. (Attachment D.2 - Cash Bonds Posted Sample)	
36	Accounting	Support Distribution of (civil)Trust or Bond Deposit, just like any other disbursement made, with the ability to post to multiple cases (for example: receive a check for an estate, with distribution to three parties who have three, distinct party numbers), with full audit trail.	
37	Accounting	Support one payment transaction for multiple cases or purposes. i.e. Attorney A has defendants 1, 2 and 3. The ability to pay with one payment for all 3 defendants and get a Consolidated Receipt. Need ability to itemize by case number or other unique identifier on the receipt; Provide audit trail report showing entire payment and cases/nurposes for its use.	
38	Accounting	Generate Automated, Sequential Receipt numbers in a format to be defined by the user, prohibiting manual override of system receipt number and any other receipt information. Accept Manual Entry of Receipt numbers with appropriate security clearance. (i.e.: initiator cannot override, but manager can)	
39	Accounting	Ability to have a separate numbering sequence/format for Manual Receipts, or other unique identifier, with security clearance.	
40	Accounting	Track all Fee Waivers and provide for legal authority citation or other documentation; Must be able to Characterize Fee Waiver status (and thus be reportable): Federal-Approved, State-Approved, Clerk-Permitted, County/City Gov't, Indigent, Legal Services, Court-Ordered, etc. Report should show computed statutorily-Stale Fees (or statutory forgiveness), or Due To Waivers (issued by Judge Order).	
41	Accounting	Ability to record in the Register of Action, the Granting or Denial of Fee Waiver and identify the sovereign party involved in the action. Track fees waived for possible collection; provide for a log of all cases not initiated due to Denial of Fee Waiver (i.e.: track by transaction number, serial number, or other method prior to case numbering).	
42	Accounting	Support Miscellaneous Payment Transactions not tied to a specific case-initiation/subpoena/action [such as copy fees and certified copy fees]; for example, Electronic Certification Payment should be tied to the case history, and should tie to the General Ledger for the case, but is not tied to the party necessarily; Copy Fees and Electronic Certified Copy Fees need to be modifiable by Administrator (i.e.: Fee Table changes pursuant to Legislative Change)	
43	Accounting	Track payments by user-defined Code Type for reporting purposes, as well as GL recording. (Attachment D. 3- List of Accounting Reports)	
44	Accounting	Ability to transfer payments from one miscellaneous account type to another (with appropriate security) to ensure any generic holding accounts are cleared each month. Should provide "Clerk Alert" (tickler) for monthly clear out. (For example, the 2016 Legislative Change to mandate full refund of \$86.00 filing fee for successful Expungements)	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
45	Accounting	Support user-defined receipt formatting for all data as required by the court and auditor (case #, location, distribution, purpose, parties, tender type, change paid, etc.). (For standards see "Audit Specs" for the Virginia Auditor of Public Accounts) <a href="http://www.apa.virginia.gov/data/download/local_government/manuals/ABCAuditSpecs.doc">http://www.apa.virginia.gov/data/download/local_government/manuals/ABCAuditSpecs.doc</a>	
46	Accounting	Ability to print checks in-house on blank security paper, with ample character spaces (See Row 27 above.)	
47	Accounting/Reports	Track payments to Payee Tax ID, when a Tax ID is available.	
48	Accounting	For Infant-settlements and Condemnation and Special Fund, must calculate, track and post interest payment to individual accounts; Print year-end IRS Form 1099, when appropriate.	
49	Accounting	Support user-defined starting amount of cash for each cashier, each day. Contemplate "blind till". Provide daily, weekly and monthly balances report, by cashier number. Articulate total amount and/or breakdown of the Cashier's number for that time period.	
50	Accounting	The ability to accept and record various forms of payment. Cash, check /business check/attorney check, money order, cashier's check, credit card, debit card, wire transfer, electronic transfers or any combination of (cash & check, cash & money order, etc...) With ability to distinguish between Non-Party Payees and Party Payees (i.e.: ability to distinguish between law firm, attorney of record and party)	
51	Accounting	Ability to track, copy-requests, certified copy-requests and CDAR (audio) requests by user name, address and email. (i.e.: should be able to report on public, non-party requests for copies of case exhibits. Orders, pleadings, or other case-file elements.)	
52	Accounting	Accept miscellaneous fees not attached to a case. (See above, lines 43 and 51)	
53	Accounting	Require administrative override approval for Cashier Voids and Changes and keep complete audit detail. This transaction should be recorded as a Register of Action, both in the case file and in the ledger file.	
54	Accounting	Accept remote payments via internet, smartphone applications and/or kiosk.	
55	Accounting	Allow reversal of payment for returned item (NSF) in case financial history, however if the check was combined in the transaction with another form of payment, then only the check portion should be reversed. Generate automated (e-notice) notice to payee/defendant with added approved fees (bad check fee). Create Clerk Alert flag of NSF history that links to bar number and propagates to entire system (all of that attorney's cases) and is updatable when satisfied.	
56	Accounting	Maintain all detail of returned items and additional fees billed in case history. Should be able to export to collections workflow.	
57	Accounting	Maintain interest-bearing/non-interest-bearing accounts within a case history.	
58	Accounting	Provide full audit trail of escheated funds, including Payee or his/her heirs, date of escheat, user and amount. Include date of the order directing disbursement. For example, cross-populate General Ledger History linked to the Case Summary History. (i.e.: call-up the general ledger for the case, in one click---even with multiple victims, or multiple types of Court-Ordered Restitution cost terms.)	
59	Accounting	Support collection of Restitution payable to a victim(s), including assessment of interest, monthly billing and disbursement from trust, when payments are received. Incorporating Virginia's 17% formula. (Formula should be modifiable.) (Attachment D.4 - Undisbursed Restitution Sample)	
60	Accounting	Support printing of Restitution History, including all additions, interest and payments.	
61	Accounting	Calculate interest for interest-bearing funds and distribute according to user-defined rules.	
62	Accounting	Support both simple and compound interest calculations as well as Virginia's 17% formula. (Formula should be modifiable.)	
63	Accounting	Allow overpayment and underpayment within specified ranges as defined in business rules. (Examples: bail forfeiture payments, accounts receivable cases for remaining balances. \$5 over/under rule does not override payee's request for refund.)	
64	Accounting	Generate receipts for payment transactions and allow reprints. Ability to "suppress a receipt" (for an Expungement, for instance)	
65	Accounting	Provide automated Expungement Refund Process to Account 509, much like an overpayment refund process	
66	Accounting	Ability to allocate and reallocate payments, with full audit trail. Link to legal authority (judge order). (i.e.: if Judge Orders that half of payments be divided between two victims)	
67	Accounting	Provide audit trail of staff member making the allocation/reallocation and the legal authority.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
68	Accounting	Support user-defined calculation of Amount Due based on document filed (back-dating to Date of Sentence, not date of Order), case entry or court proceedings, (i.e. complaint filed, bail forfeited, defendant found guilty, etc.)	
69	Accounting	Support ability for automated modifications and adjustments (with full audit detail), based on court proceedings or case entry, to amount due. Offer both manual and/or automated adjustment total, if amount is altered or suspended.	
70	Accounting	Track reason and legal authority for adjustments for reporting purposes.	
71	Accounting/Criminal	Support user-defined distribution schedules which automatically allocate funds received, based upon pre-defined allocation rules that tie the actions on the case, case jurisdiction (towns, cities, county and state) and the case information, including violation.	
72	Accounting	Support user-maintained distribution schedules that provide for flat fee amounts and percent calculations in any combination or multiples.	
73	Accounting/Criminal	Track distribution of partial or monthly payments, and provide a designation for "Paying as Agreed" <i>inter alia</i> .	
74	Accounting	Ability to reinstate a fine and the legal authority for the reinstatement.	
75	Accounting/Criminal	Ability to link cases by party for overall Amount Due, as well as itemized by case and type of debt (fines and costs or restitution)	
76	Accounting/Criminal	Allow manual allocation of payments received for multiple cases, with full audit trail.	
77	Accounting/Criminal	Generate reminder, e-notices and/or delinquent notices at intervals determined by the user, with an auto-generated Register of Actions.	
78	Accounting	Print transaction detail for daily cash deposits to support automated Reconciliation with bank account(s) statement(s), categorized by user/cashier and categorizable by Division.	
79	Accounting	Ability to generate user-defined financial reports including daily, monthly, weekly, quarterly, and yearly reports by Division, Location within Division, and user ID, at any time interval that is required.	
80	Accounting	Provide specific accounting reports that include the breakdown of incoming fees, interest, fine/costs, restitutions, forfeitures and disbursements.	
81	Accounting	Provide user-defined reports such as: a detail of Accounts Receivable, detail of Refunds Issued, detail of Open Trust Accounts or Trust Deposits, revenue distribution detail for county, state, cities and towns, or by any user-defined field within the case data.	
82	Accounting	The ability to create a receipt and record various pieces of data, including but not limited to: Amount, User ID, case file number, Social Security Number, Pavor name, Party Payee Name, Non-Party Payee Name, Address and legal authority for	
83	Accounting	The ability to create and print a \$0 (zero balance) receipt, including waiver or legal authority for waiver (court order, indigent, government entity) including full audit trail; ability to reprint zero receipt.	
84	Accounting	Provide a Receipt Reports function, that is fully exportable with user-defined and modifiable date range, including legal authority (reason code). This is for reporting on waived fees, and capturing the lost revenue.	
85	Accounting	The ability to have the receipting process perform real-time updating of the case financial history and the system journals. Ability to e-notify a party that a payment has been received with the receipt attached. (Cross-pollinate with e-notification opt-in by end-user at e-file portal.)	
86	Accounting	Ability to link financial information to a specific party (contemplating birth date) on a case, employing data logic on address, Social Security Number, DOB, for potential matches (with a user override) (i.e. there are two trust recipients in a case, each receiving \$10,000 but their funds will be paid out to them at different times depending on their date of birth).	
87	Accounting	The ability to create one receipt for multiple cases without having to access each individual case. Receipt must clearly distinguish monies paid as tied to the individual cases. Receipt should include Payee name (may be different than the Party or the Attorney).	
88	Accounting	The ability to provide system-generated receipt numbers unique to each court division (civil , criminal, etc.), and with the ability to manually override the system-generated receipt number, with full audit trail.	
89	Accounting	The ability to track payments associated with individual case parties.	
90	Accounting/Criminal	The ability to automatically create an Accounts Receivable Record and calculate the Amount Due, when case is disposed of, based on the statute and sentence, with the ability to manually override. Must include full audit trail.	
91	Accounting	The ability to track accounts receivable data for case and non-case-related items (copies, certified copies, CDAR burn fee, and CPAN remote subscription collections etc.)	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
92	Accounting	The ability to produce billing statements and track when payments are received and update online payments, all in real time.	
93	Accounting	The ability to automatically "age" an Account Receivable, and then push to workflow.	
94	Accounting	The ability to automatically add fees/fines to a case based on user-defined rules and legal authority (reason code), with full audit trail.	
95	Accounting	The ability to track and generate reports on the collection status by case and with user-defined date-range; report should flag cases as "PAID As Agreed" "PAID, but not Paid As Agreed" and "Delinquent"	
96	Accounting/Criminal	The ability to automatically prioritize the order in which payments will be applied to an Accounts Receivable, based on a set of user-defined rules at a local level with an option to override to manually prioritize. It should be automatic, then user can override to manually prioritize with appropriate security. Should have full audit trail (i.e.: the difference between applying the payment to oldest amount due versus a specific invoice/amount)	
97	Accounting	The ability to calculate payment amounts by a set schedule (e.g. weekly, biweekly, monthly) based on the total amount due and date due.	
98	Accounting	The ability to generate a payment schedule /payment contract, specifying payment frequency and amounts across either single or multiple cases. Should include e-notification capability.	
99	Accounting	The ability to differentiate civil and criminal Accounts Receivable. This will provide us better reporting of receivables for civil and criminal. These are BR22 reports. (Attachment D.3 - List of Accounting Reports)	
100	Accounting	The ability to generate a report of outstanding receivables, including but not limited to: Beginning civil or criminal receivable, ending civil or criminal receivable, total fines & cost assessed, total fines & costs paid, receivables increase or decrease, total court receipts, amounts and cases sent to collections, total court collection rate, total collections rate (gross and net receipts).	
101	Accounting	The ability to provide prompts to assist users in processing payments and updating cases with outstanding receivables.	
102	Accounting	The ability to generate reports to assist in monitoring outstanding receivables with flexibility to customize, print and export the report in various ways (by defendant, by case type, by number of days past due, etc.)	
103	Accounting	The ability to monitor the collection, adjustment, unpaid balance and disbursement of fine & fee collection within GAAP standards. <ul style="list-style-type: none"> <li>• fines &amp; fees account code and description</li> <li>• charges for each account codes</li> <li>• adjustment made for each account code must reflect in the General Ledger and within the case file.</li> <li>• disbursement in the case of Refunds of Fines &amp; Fees, per court order</li> </ul>	
104	Accounting	The ability to provide a consolidated view of the current status and history of an individual's financial obligations to the court, across multiple cases. The information provided should include, but is not limited to: <ul style="list-style-type: none"> <li>• total amount of outstanding by case; by account code</li> <li>• total amount held by case (e.g. bond, trust, garnishment etc..)</li> <li>• Date the debtor was placed into collections status</li> </ul>	
105	Accounting	The ability to automatically produce Delinquency Notices and report on the number of notices and send an e-notification for overdue fines & restitution based on parameters set.	
106	Accounting	The ability to flag an Account's receivable as uncollectable, and the legal authority (date of death, incarceration date, last known address, reason code). (i.e.: legislation says a prisoner in jail more than 20 years does not owe fees anymore) to prompt "uncollectables purge")	
107	Accounting	The ability to automatically alert the clerk when a scheduled payment is not made, so that the clerk can create a workflow (like generating a payment notice, scheduling a show cause hearing or request the issuance of a warrant).	
108	Accounting	The ability to automatically reinstate balances owed due to bad checks (NSF). The NSF check must be recorded directly to the General Ledger and the case file index. Resulting reimbursement on the General Ledger must also be recorded in the case files. This must work in the same way that Journal Vouchers recorded in the case file should also be recorded in the general ledger system, with full audit.	
109	Accounting	The ability to post all journal transactions in real-time and make available to immediate viewing with proper authorization.	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
110	Accounting	The ability to update financial transactions, in one step, and provide a clear audit trail including but not limited to, adjustments, voids, NSF checks, Bond forfeitures, Bond conversions, uncollectables purge and escheating and Trust Account Interest.	
111	Accounting	Ability to reverse entries and record the same (for Users with Proper User-Roles) on each case and General Ledger with appropriate audit trail and notes for specific reason. An automatic reversal should also be available to the clerk by simply requiring the clerk to input the journal voucher to be reversed.	
112	Accounting	The ability to view and confirm any adjustments made to the journal before the entry is made final.	
113	Accounting	The ability to require all financial transactions to be automatically recorded in the case file system and in the General Ledger system.	
114	Accounting	The ability to generate a report of journal entries processed by date, case number and party name and searchable by cashier/user.	
115	Accounting	The ability to record the effective start and end dates of changes made to financial accounting based upon legislation. (For example, Judgment Rate of Interest may change, new statutory fees for certain case types may change, etc..)	
116	Accounting	The ability to provide a standard (and modifiable) chart of accounts to permit financial reporting.	
117	Accounting	The ability to maintain a user-defined chart of accounts and track changes, with full audit trail.	
118	Accounting	The ability to de-activate a ledger account when it is no longer needed, but maintain any historical data associated with the account with proper user role.	
119	Accounting	The ability to clearly identify negative dollar amounts (in color and in brackets) when viewed online or in printed reports.	
120	Accounting	<p>The ability to run, print and export reports detailing the transactions (debits and credits) for each ledger account including but not limited to:</p> <ul style="list-style-type: none"> <li>• Balance forward</li> <li>• Receipts increase, decrease and net effect</li> <li>• Journal vouchers increase, decrease and net effect</li> <li>• Disbursements increase, decrease and net effect</li> <li>• Current Balance</li> <li>• Current Fiscal Assessed</li> </ul>	
121	Accounting	The ability to run a Trial Balance on-demand from one time period to another, by day, by month, by quarter or by year, and across multiple-years (fiscal year versus calendar year), i.e.: open date-range reportability.	
122	Accounting	The ability to record and monitor information about the ordering, receipt, forfeiture, conversion or escheat, and return of bond throughout the duration of the case. Should list Payee and legal authority (reason code or court order).	
123	Accounting	The ability to record the name of the individual to whom bond should be returned (third party Payor/non-party Payee)	
124	Accounting	The ability to automatically generate notices and e-notices regarding the status of bond (forfeiture letter).	
125	Accounting	<p>The ability to receipt, bond and record various information including but not limited to:</p> <ul style="list-style-type: none"> <li>• The date</li> <li>• Amount</li> <li>• Person making the payments</li> <li>• The case number</li> <li>• The type of payment</li> <li>• The reason for payments</li> <li>• Parties</li> </ul>	
126	Accounting	The ability to provide and print complete bond transaction history.	
127	Accounting	The ability to transfer cash bonds between cases in partial or full amounts and listing the legal authority. (Cross reference that there is at least one party in common between the two cases subject to transfer)	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
128	Accounting	The ability to record and account for multiple cash bonds on a single case, including Payor name, address and email.	
129	Accounting	The ability to track all bond financial transactions with complete audit trail. Ability to print the audit trail.	
130	Accounting	<p>The ability to produce a notice and/or e-notice to be sent to a victim when a payment is made, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Balance owing</li> <li>• Amount paid to date</li> <li>• <u>Amount of the disbursement</u></li> </ul>	
131	Accounting	The ability to capture joint and several restitution where one Defendant is ordered to pay restitution plus interest and another Defendant is only ordered to pay restitution without interest.	
132	Accounting	<p>The ability to track and credit restitution payments in the following manners:</p> <ul style="list-style-type: none"> <li>• One defendant paying on their own</li> <li>• Fair-share split among several Defendants</li> <li>• Jointly and severally</li> <li>• <u>Other (by Court Order breakout)</u></li> </ul>	
133	Accounting	The ability to link cases where restitution is owed jointly and severally so that all involved defendants, victims, amount due and amounts paid can be accurately maintained.	
134	Accounting	The ability to access status information by case, by defendant or by victim on joint and several restitutions.	
135	Accounting	The ability to automatically pro-rate payout amounts when there are multiple victims.	
136	Accounting	The ability to see how much was paid by whom, how much was paid to each victim on joint and several Restitution awards.	
137	Accounting	The ability to automatically or manually assess interest on Restitution and 17% collections formula, with manual override.	
138	Accounting	The ability to automatically or manually assess interest on fines and costs and 17% collections formula, with manual override.	
139	Accounting	The ability to record the Restitution, and interest on restitution in two separate ledgers, thus allowing for the calculation of interest based on the amount of <u>principle due at the time of calculation/assessment</u> . Should allow for the 17% collections formula.	
140	Accounting	The ability to calculate interest based on the principle due and <i>not</i> the original amount of Restitution.	
141	Accounting	The ability to generate, print and export reports detailing the court-ordered Restitution and the Restitution payments collected for the victim including, but not limited to, <u>beginning and ending balance</u> . Confirm formula between Court Costs and the Restitution. (Attachment D.5 - Victim Detail Sample)	
142	Accounting	The ability to Disburse Payments to victim, of funds posted as <i>interest on</i> Restitution or funds <i>posted to</i> Restitution. The disbursement system should only allow the disbursement of funds from the account ledgers where the receipt of payment was made. The disbursement system must only allow for the disbursement of	
143	Accounting	The ability to automatically receive payment for several victims or to manually override the application of payments to a selected victim. (This will be useful for victims whose address is unknown, thus we can apply the defendant's payment to another victim who has a valid address). Include notification checkbox to identify victims with bad addresses.	
144	Accounting	The ability to generate customizable reports to assist in monitoring payments for Restitution accounts and Interest on Restitution accounts online and in print.	
145	Accounting	<p>The ability to effectively monitor trust monies (the ledger/transaction history should displayed interest posted detail, where appropriate):</p> <ul style="list-style-type: none"> <li>• Trusts which do not accrue interest</li> <li>• Trust held in separate accounts which accrue interest</li> <li>• Minor settlements held in separate types of investments which accrue interest</li> <li>• <u>Provide ad hoc "clerk alerts" regarding cases which have trust accounts linked</u></li> </ul>	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
146	Accounting	<p>The ability to record specific data about minor settlements, including but not limited to :</p> <ul style="list-style-type: none"> <li>• Type of investment</li> <li>• Financial institution</li> <li>• Account number</li> <li>• Status</li> <li>• Date of birth</li> <li>• Social security number (redactable or suppressible)</li> <li>• Permanent mailing address</li> <li>• Guardian of record name, address, email</li> </ul>	
147	Accounting	<p>The ability to track and provide clerk alert of the release date of trust funds and the reason for release.</p> <p>The ability to monitor annual accountings and generate notices and electronic notices for infant settlements (i.e.: establish a "Pay Out Date"), guardianship, conservatorship and trust cases.</p>	
148	Accounting	<p>The ability to track the interest accrued on all trust accounts. (all the liability accounts are trust accounts 500-series. Infant Settlement=market rate Condemnation=market rate and Special Funds= market rate. (Special Funds are tied to a case; Judge Orders the money to be placed into an interest-bearing account) Not to be confused with "the Judgment Rate" which is established by the state and applied by the parties before deposit with the Clerk. Must generate a report with number of accounts, how much earned (with rate)</p>	
149	Accounting	<p>The ability to allocate interest accrued for each trust deposit pooled in each trust account. Interest accrued each week should be allocated on a prorated and weighted basis and credited to each trust deposit by batch posting. Weekly interest payments are provided manually.</p>	
150	Accounting	<p>The ability to separate the interest accrued from the principal amount of trust deposit. This will allow the disbursement of funds from principal only, from interest only, or from both principal and interest. The ledger accounting must indicate the ending balance for each principal and for interest accrued.</p>	
151	Accounting	<p>The ability to generate 1099 information for accounts disbursed on the calendar year, for all interest-bearing accounts. (See <a href="https://www.irs.gov/pub/irs">https://www.irs.gov/pub/irs</a>-</p>	
152	Accounting	<p>The ability to generate a report of trust accounts for the fiscal year, detailing the beginning balance, receipts total, interest total, disbursement total and ending balance. This is the report of Money Held Under the Control of the Clerk of Court. (Attachment D.3 - List of Accounting Reports)</p>	
153	Accounting	<p>Ability to print a configurable report showing all payments received, disbursed or any other adjustment (debit or credit). (Attachment D.6 - Case Ledger of Payments &amp; Interest Sample)</p>	
154	Accounting	<p>Ability to track all financial transactions for garnishment cases.</p>	
155		<p>Ability to generate a report online and in print of all the financial transactions for this type of civil case.</p>	
156	Accounting	<p>The ability to disburse various types of obligations/ payments associated with the case (bond refund, garnishment disbursement, condemnation drawdown, etc.) and full audit trail. Include Payee reconciliation with every disbursement.</p>	
157	Accounting	<p>The ability to generate disbursement report including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Payee</li> <li>• Amount paid</li> <li>• Case style, case number and any associated cases.</li> <li>• Disbursement or check number</li> <li>• Date issued</li> </ul>	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
158	Accounting	<p>The ability to provide prompts to clerk when disbursements are to be paid to Infant Settlements and to all other cases when date due are set up by clerk. (formula = when there is an order directing the Clerk of Court to disburse bond, but the Order was not "seen and agreed" by all parties, then return of bond takes place 31 days from date order was signed.)</p> <p>The ability to prompt and verify when disbursements can be made (e.g. appeal time has passed, 10 business days for check to clear the bank, conditions depending on the user sections: criminal section uses 30 days)</p> <ul style="list-style-type: none"> <li>• System must prompt either of these two as a reason code to advance to disbursement</li> </ul>	
159	Accounting	<p>The ability to disburse funds out of a case and non-case account (miscellaneous transactions). (For non-case transactions, the disbursement should allow the clerk to determine and input the ledger account where funds will be paid from, with full audit trail).</p>	
160	Accounting	<p>The ability to automatically issue refund of fees as a result of journal entries or simple receipt of funds affecting the refund account. The refund account should be classified as a liability account; thus it should allow the automatic issuance of refunds, with full audit trail.</p>	
161	Accounting	<p>The ability to balance the current day's financial transactions including, but not limited to, contemplating e-file payments.</p>	
162	Accounting	<p>The ability to provide online information (web reports concept) for the completion of the daily balancing procedure, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Deposit transactions</li> <li>• <u>Prompts the clerk to complete the system bank deposit process (strictly for the accounting division only)</u></li> </ul>	
163	Accounting	<p>The ability to produce a customizable bank deposit slip including but not limited to :</p> <ul style="list-style-type: none"> <li>• Cash and check totals <ul style="list-style-type: none"> <li>• need for coinage and paper identified</li> </ul> </li> <li>• An itemized listing of the checks</li> <li>• <u>With full audit trail to include cashier role user and quality control (supervisor) role user</u></li> </ul>	
164	Accounting	<p>A configurable ability to electronically transfer day-end/month-end financial reports to the appropriate agencies.  <u>Reports need to designate sealed cases on report.</u></p>	
165	Accounting	<p>The ability to view month-end financial reports online and in print with proper authorization</p>	
166	Accounting	<p>The ability to compile monthly financial information to provide cumulative totals for use in making comparisons to prior months and years (monthly, quarterly,</p>	
167	Accounting	<p>The ability to record and print daily deposits to the bank.</p>	
168	Accounting	<p>The ability to maintain an electronic checkbook including but not limited to:</p> <ul style="list-style-type: none"> <li>• Automated issuance/printing of checks with unlimited character count.</li> <li>• Maintenance of check register</li> <li>• <u>Reconciling the bank statements</u></li> </ul>	
169	Accounting	<p>The ability to total and reconcile transactions of multiple cashiers [and contemplate the quality control(Supervisor)role user] in order to calculate the daily bank</p>	
170	Accounting	<p>The ability to generate a consolidated report of all cashiers' transactions for the day, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Distributions of receipts of fines &amp; cost payments to various ledger account codes</li> <li>• Distributions of receipts for all liability accounts including, but not limited to, account case number, receipt amount, payor, etc...</li> </ul> <p>The consolidated report must reconcile with the daily deposit total (if doesn't, it must prompt clerk to amend)</p>	
171	Accounting	<p>The ability to manually and/or automatically enter the checks that have cleared the bank and produce a Discrepancy Report, including Reason Code. Returned Checks or Unclaimed Checks. Cleared Check Report must distinguish between our Checks Lost/Never Deposited by Payee and Checks that we have received but which are in "Hold Time" pendingency.</p>	
172	Accounting	<p>The ability to generate a report on-line and in print which shows the details on each check, including, but not limited to, the date of clearing the check.</p>	
173	Accounting	<p>The ability to generate a report of checks cleared by date.</p>	

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## APPENDIX D - REQUIREMENTS DOCUMENT

<b>Requirement Number</b>	<b>Feature Category</b>	<b>Court Management System Feature</b>	<b>Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)</b>
174	Accounting	The ability to generate and export a report of outstanding checks.	
175	Accounting	The ability to automatically generate financial reports including, but not limited to: • Automated Month-end processing • Agency-specific reports • Reports to state and county agencies	
176	Accounting	The ability to produce <i>ad-hoc</i> financial reports based on various parameters including, but not limited to: • Received by Payment Type • by account codes • by case types (garnishment, trust, restitution, bond, escrow etc...) • all disbursements • cumulative / annual totals	
177	Accounting	The ability to generate transmittal report (remittance) that will be sent to the county (through FOCUS) and state accounting staff including, but not limited to: • Ledger account • Revenue receipts(net or ending balance) • Total amount of revenue to be transmitted • Document Number/Deposit number	
178	Accounting	The ability to generate a report to IRS when federal requirements dictate ( e.g., bond collected for a drug charge is over \$10,000).	
179	Accounting	The ability to automatically generate and print and/or export all month-end financial reports (monthly transmittal report to the state, county, local municipalities,	
180	Accounting	The ability to allow any report normally generated automatically to be generated or regenerated as needed, on demand.	
181	Accounting	The ability to break down financial reports by day, month, quarter, half year, calendar year, and a fiscal year (different from a calendar year).	
182	Accounting	The ability to generate reports detailing the revenue amounts by case type and case subtype including, but not limited to, beginning and ending balance.	
183	Accounting	The ability to generate, print and export reports detailing fines assessed and collected including, but not limited to, beginning and ending balance.	
184	Accounting	The ability to generate, print and export reports detailing the liability accounts by ledger account including, but not limited to, beginning and ending balance.	
185	Accounting	The ability to provide date-range payments reports that can be broken down including, but not limited to, By Defendants or By Case Types	
186	Accounting	Ability to change status of check issued, both manually and automatically, from "issued" to "cleared" or "void" or "stop pay" and record notation as to reason for change with full audit trail.	
187	Accounting	Ability to generate checks in sequential, numbered format and the ability to record these checks tagged to the case, with the option to manually assign check number based upon role authority.	
188	Accounting	Ability to generate, print and export reports of disbursement transactions.	
189	Accounting	Ability to generate, print and export reports of different disbursement status (e.g., void disbursement, void checks, stopped checks, etc....)	
190	Accounting	Ability to generate a report of state's transmittal of revenue (Attachment D.7 - 270 Report) This report includes the breakdown of revenue collected for all the 100 series and 300 series (State revenue codes) using the current balance for each account ledger.	
191	Accounting	Ability to disburse end-of-period collections. (End-of-period disbursement can be done daily, weekly, or even monthly.) This is the disbursement of all funds (current balance) to the Treasurer of Virginia, Finance Director of County of Fairfax, and to the Treasurer of different localities with full audit trail and proper user	
192	Accounting	Ability to disburse funds out of liability ledger account, including manual distributions not linked to cases (for instance if we do a CPAN refund)	
193	Accounting	Must comply with GAAP (Generally Accepted Accounting Principles) and the Virginia Commissioner of Public Accounts auditing standards, as applicable to governmental entities.	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
194	Accounting	The ability to provide clerk alerts echoing accounting rulesets that prevent or warn of General Ledger discrepancies	
195	Accounting	<p>The ability to print "validation" information on checks and other case documents including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Endorsement on checks</li> <li>• Case number</li> <li>• Date paid</li> <li>• Register ID</li> <li>• Transaction number</li> </ul> <p><small>• <del>Amount (if different from amount)</del></small></p>	
196	Accounting	The ability to have the system calculate a configurable "convenience fee" for costs incurred by customers using credit cards.	
197	Accounting	The ability to provide a "change drawer" balance and balance report for each cashier that is reportable daily, monthly and annually. (Attachment D.8 - Cash Drawer Close Out Report Sample)	
198	Accounting	<p>The ability to track, report, update and disburse Unclaimed Funds including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Automatically prompt the user that funds have been held beyond a Code-set (but configurable) deadline (outstanding checks or outstanding balance)</li> <li>• Automatically print Due Diligence letter to recipients / owners of funds</li> <li>• Ability for the system to scour for updated address.</li> <li>• Ability to issue or transfer Unclaimed Funds to the State Treasurer with full audit trail, with prompt after Due Diligence is complete.</li> <li>• Generate a report of Unclaimed Funds/Property List.</li> <li>• Ability to add notes in reference to unclaimed status (notes regarding phone call, inquiries, etc....)</li> </ul>	
199	Accounting	<p>The ability to integrate with features including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Card swipe technology (EMV)</li> <li>• Modern payment methods (PayPal, Android Pay, Apple Pay)</li> <li>• The ability to print validation information on checks and court documents.</li> </ul> <p><small>• <del>Print endorsement on checks</del></small></p>	
200	Accounting	The ability to produce a balance report on-demand for cases and/or parties, with results either viewed online or printed, and distilled for Sealed Status.	
201	Accounting	The ability to define and maintain the court rules for applying payments according to selected options and hierarchy and prorating method at the user level. For example, the 499 collection fee where any payment applied after the collection fee has been assessed, needs to be applied in the following fashion: Interest first, then <del>14529 of the remainder of the payment is to be applied towards revenue code 499, and .85471 is to be applied toward the principle balance of either</del>	
202	Accounting	The ability to report, print and export report on all cases with past-due amounts, configurable sorting, with results either viewed online or printed (e.g. by number of days past due). (Attachment D.9 - Overdue Processing Report Sample)	
203	Calendaring	"Urgent Case Calendaring" notification for certain Case-Types or Cases (by manual designation)...Color-coded banner flashes across top of the entry screen OR flashing prompt alerting Clerk that the case number (or case type) is an "URGENT CALENDAR-ELIGIBLE case". (i.e.: Involuntary Commitment Appeals; Election Recounts; Arraignments, CWP Suspension <i>OreTenus</i> , Voter Registration Denial Appeals, Emergency GAL/Conservator Assignments; Grievance Appeals) <small>Allow for the notification/alert to be de-selected after the case is concluded/closed or resulted</small>	
204	Calendaring	Sort cases appearing on the calendar (calendar events) using predefined or customized sort parameters on display screen.	
205	Calendaring	Provide web-based inquiry and ability to print master calendar or individual judge's calendar for day, week, month, several months, including overview and detail views, with multiple sort options.	
206	Calendaring	<p><b>SCHEDULING Part I:</b></p> <p>Fairfax Circuit Court utilizes a Master Calendaring System. All cases that are filed are not initially assigned a judge or a courtroom. The case must be assigned a "generic or holding place judge" because all aspects of the case could potentially be heard by any judge, at any time, throughout the life of the case. The determination of which judge hears which part is not established until the day before the trial date, with the exception of very few pre-assigned cases.</p>	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
207	Calendaring	<p><b>Batch Reassignments</b>            System must have the ability to reassign attorneys, judges, courtrooms, prosecutors, dates and have the ability for multiple sort options with real-time updates to the Judges' dashboard to include 1 click access to the documents.</p>	
208	Calendaring	<ul style="list-style-type: none"> <li>. "Monday thru Wednesday Hearings"</li> </ul> <p>A "formula" relating to established types of civil hearings is directly tied to the judges that are available on that day. Currently Fairfax has 15 judges; the "formula" is based upon 15 judges, x 2 of the established civil hearings per day that could be heard. Fairfax can then potentially hear 30 (slots) of the established civil hearings per day Monday thru Wednesday. <u>The system must have ability to configure formula</u></p>	
209	Calendaring	<ul style="list-style-type: none"> <li>. The caseload however must be dynamic so when a judge is off, the caseload of established civil hearings is reduced by 2 cases for any and all days affected. The calendar must reflect this in a month view fashion with the remaining caseload slots available per day for subsequent scheduling purposes. The solution must be flexible enough to be able to make changes to the caseload and have the ability to override when deviations occur.</li> </ul>	
210	Calendaring	<ul style="list-style-type: none"> <li>. If a case has been pre-assigned to a judge, then the formula should reflect this pre-assignment reflecting that the Judge is otherwise engaged, which should still reduce the caseload slots available by 2 slots (configurable). <u>The system should show in the judge's calendar as having a pre-assigned case but not as being</u></li> </ul>	
211	Calendaring	<ul style="list-style-type: none"> <li>. Ability to schedule established criminal hearings with a specified caseload. The solution must be flexible enough to be able to make changes to the caseload, and have the ability to override when deviations occur.</li> </ul>	
212	Calendaring	<ul style="list-style-type: none"> <li>. Ability to schedule established (GDC) General District Court Appeal hearings with a specified caseload. The solution must be flexible enough to be able to make changes to the caseload and have the ability to override when deviations occur.</li> </ul>	
213	Calendaring	<ul style="list-style-type: none"> <li>. "Thursday Hearings"</li> </ul> <p>Ability to schedule established civil hearings (3 hours or less) and established GDC Civil Appeals and Misdemeanor Appeals with a specified caseload. <u>The solution must be flexible enough to be able to make changes to the caseload and have the ability to override when deviations occur.</u></p>	
214	Calendaring	<ul style="list-style-type: none"> <li>. "Friday Hearings"</li> </ul> <p>Ability to schedule established Civil Motions, Criminal Motions, Criminal Sentencing and Criminal Revocation hearings with a specified caseload. <u>The solution must be flexible enough to be able to make changes to the caseload and have the ability to override when deviations occur.</u></p>	
215	Calendaring	<ul style="list-style-type: none"> <li>. Ability to check for Judge conflicts. Checking for party, attorney or law firm conflicts of interest as well as judges availability. (Personal calendar- i.e. annual leave, sick, Judicial activity).</li> </ul> <p><u>Ability to report on conflict occurrences.</u></p>	
216	Calendaring	<p><b>SCHEDULING Part II:</b>  <b>"Monday thru Thursday Hearings"</b>            Courtroom manager needs the ability to set cases to specific judges based upon the batch reassessments requirement. Contemplate case type, sub-type, courtroom-type and other scheduling rules when assigning cases</p>	
217	Calendaring	<p><b>"Friday Hearings"</b>  <b>CIVIL MOTIONS:</b>  <u>Cases are randomly equally (wheel) allocated to predetermined judges through a batch process, with conflict checking.</u></p>	
218	Calendaring	<p><b>CRIMINAL MOTIONS</b>            Cases are set by the criminal docket clerk via batch hearing reassignment.</p>	
219	Calendaring	Ability to view the number of events currently scheduled in each daily slot and the maximum number of events that can be set each day. Solution must allow for <u>day, week, month, several months, including overview and detail views, with multiple sort options.</u>	
220	Calendaring	Ability to generate, maintain, and print calendars including but not limited to case type, case subtype, hearing type, relevant comments, attorney and judge, and <u>report should designate Sealed Case Status, if applicable.</u>	
221	Calendaring	Ability to group "related" cases for calendar on screen displays. Sorts should be available for various chosen groupings: by hearing type, by party names, by courtroom, by attorney, etc.	
222	Calendaring	Ability to print court calendars in advance of the calendar date.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
223	Calendaring	All calendars should identify cases that are Sealed, as such.	
224	Calendaring	Provide the ability to generate a public calendar in a user-defined format, contemplating Sealed cases.	
225	Calendaring	Provide as an option on the calendar display a comment area that can be viewed only by the security group established.	
226	Calendaring	Based on configurable selections, provide for setting of any hearing type, for any calendar.	
227	Calendaring	Allow override capabilities with appropriate security for all scheduling logic generated by the system.	
228	Calendaring	<p>Schedule a calendar event based upon business rules (including statutory time limits) by case type and/or by hearing type. Alert scheduling clerk when quotas have been filled.</p> <p>The ability to alert clerks regarding Hearing Urgency based upon case type with an expiration clock for code-mandated minimum hearing timelines. (e.g. <i>Involuntary Commitments Voter registration appeal CWP 45 days speedy trial 5 months recount case sexual predator</i>) And the ability to toll the deadline</p>	
229	Calendaring	Provide for scheduling of multiple cases for the same hearing date. i.e. "associated", "related", "consolidated" cases.	
230	Calendaring	Ability to capture and report by Judge, continuance information and the reason for continuance. Ability to automatically limit number and length of continuances based on business rules. Allow overrides with security role access.	
231	Calendaring	Ability to enter a Time Estimate for a hearing or trial and report on actual time of hearing.	
232	Calendaring	Ability to manually alter the hearing date/times on existing hearings to accommodate earlier/later start date/times.	
233	Calendaring	Ability to roll date forward or backward according to a business rule in order to manage due dates that fall on court holidays. (Term Days, Judges Conference)	
234	Case Management	<p>Urgent Case Notification for certain Case-Types or Cases (by manual designation)....Color-coded banner flashes across top of the entry screen OR flashing prompt alerting Clerk that the case number (or case type) is an "URGENT CALENDAR-ELIGIBLE case". (i.e.: Involuntary Commitment Appeals Election Recounts; Arraignments, CWP Suspension <i>OreTenus</i>, Voter Registration Denial Appeals, Emergency GAL/Conservator Assignments; Grievance Appeals) Allow for the notification to be de-selected after the case is concluded/closed/resulted</p>	
235	Case Management	<p>When an appeal is filed, compile electronically all case documents relevant based on set business rules (Virginia Appellate Courts Electronic System (VACES). Sequential page numbering must be provided for on each printed page of case output, and corresponding index must be generated.</p>	
236	Case Management	Provide a report to determine the 30, 60 and 90 day mark for Appeals from the final order or other qualifying event.	
237	Case Management	Compile and filter electronic Appeal (PDF) Case Index, both chronologically and alphabetically, for appeals and transfer purposes with digital Certification of Appeal which may incorporate the use of a digital annotation and a digital stamp of the date/time filed.	
238	Case Management	Provide configurable screen alerts to indicate certain Critical Case or Person Status Conditions. These are to be used when a party is in court or at the front counter. Status conditions relate to warrants, interpreter (language), bad check, minor, fee waiver eligible, etc., as defined in business rules. These alerts may be textual or easily recognizable graphics.	
239	Case Management	Ability to roll date forward or backward according to a business rule in order to manage due dates that fall on court holidays. (Term Days, Judges Conference)	
240	Case Management	Provide Victim-Notification Tracking, that can prompt Clerk to e-notify Victim (or Victim Services Unit) of material change in Defendant's sentence or the conversion of bench warrant, or release from jail.	
241	Case Management	Provide screen alert to identify language of party when assigning mediators and interpreters.	
242	Case Management	<p>When a case is Sealed, still allow for it optionally to appear on the Case Index. If Case Index contains confidential information, then the entry for a sealed document may need to be limited.</p> <p>Functionality to designate partial seal case file, seal doc level, seal by code, and seal by order of court with judicial identifier/date of sealing Order. Doc level seal alert designation functionality</p>	
243	Case Management	Based on business rules, block confidential/sealed documents from being printed/exported on any public access portal.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
244	Case Management	Ability to track all cases taken under advisement by judge and produce report.	
245	Case Management	Must provide "Associated Case", "Related Case" Status and "Consolidated Case" Status and must be able to distinguish between these various treatments. All actions in formally consolidated case are automatically and uniformly-applied to both cases, while "Related Cases" enjoy distinct actions and calendaring.	
246	Case Management	Provide the ability to support configurable case sub-types.	
247	Case Management	On case transfers to other counties and jurisdictions, continue to leave the case active until there is a notice of acceptance or rejection. Provide for electronic transfer (second track to the appellate compilation)	
248	Case Management	Ability to index all exhibits and enter descriptive notes for each exhibit. Must have an digital trial exhibit annotation function, which includes the originating party's exhibit designation.	
249	Case Management	Provide data that indicates when an exhibit has been returned and to whom and be able to run and print appropriate report.	
250	Case Management	Ability to access exhibit information and the digital exhibit by entering case number.	
251	Case Management	Ability to update location for multiple exhibits at one time and the ability to incorporate RFID and/or barcoding.	
252	Case Management	Ability to generate user-defined Exhibit Report, which contemplates the party's initial submission numbering system to the court's trial exhibit numbering system. (Attachment D.10 - Criminal Exhibit Report Sample)	
253	Case Management	Generate/print/display exhibit/evidence/destruction log by case, owner, location, responsible clerk, return date and exhibit number. Should include ability to determine sort preference, including sorting by Exhibit Number. In addition, user must be able to scroll through large lists of exhibits with no limitations.	
254	Case Management	Auto-generate exhibit return letters and destruction notifications when the appeal period has run triggered by user-defined/statutory timeline.	
255	Case Management	Ability to scan images of paper exhibits and photos for retention with one click link in exhibit log.	
256	Case Management	Ability to document a complete chain of custody for exhibits with full audit trail.	
257	Case Management	Ability for exhibit location to be automatically updated when appropriate minute entries are made to dispose of the case, return an exhibit, etc.	
258	Case Management	Capture exhibit attributes such as submitting party, description, identifier(manually defined, i.e. numbered via court proceedings).	
259	Case Management	Capture and track exhibit status (marked for ID, offered, admitted, withdrawn)	
260	Case Management	Produce and maintain exhibit log, linking all exhibits to the case: case number, owner, date introduced, storage location, retention period, date for destruction or return, responsible clerk, hazardous materials, type of exhibit, exhibit number, exhibit description, disposition of item.	
261	Case Management	Ability to generate customizable exhibit labels, include, but not limited to the case number, barcode, etc.	
262	Case Management	Provide multiple levels of judge's notes based on security. i.e. viewable by judge only, viewable by judge and clerk with ability to embed hyperlinked case law citations. Judges notes are not allowed to be printable/exportable.	
263	Case Management	Maintain history of sentence modifications and must be reportable, exportable and printable with full audit trail.	
264	Case Management	Provide field for plea status and verdict for each charge or disposition for each claim of action.	
265	Case Management	Maintain all types of sentences, terms of probation and the probation agency to which the defendant(s) is assigned for each charge within a case. Reportable, Exportable and Printable.	
266	Case Management	Capture and track if sentence is consecutive or concurrent to other charge(s) in the case or other case(s) and is reportable, exportable and printable.	
267	Case Management	Provide branching logic sentencing menu based upon charge type, contemplating reduction in sentence.	
268	Case Management	Provide the ability to maintain separate disposition for each party/defendant and for each charge/cause of action.	
269	Case Management	Capture information to auto-generate and print electronic jail cards as well as be able to interface with the Sheriffs department in the jail.	
270	Case Management	Ability to search all judgment liens, including case number, party, case caption, effective date and recording date, etc.	

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## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
271	Case Management	The person identifiers for a "search results list" when an exact match is not achieved, should be configurable based on case type (criminal, civil or fiduciary) to optionally include; party name (should include businesses and estate), driver's license number, date of birth, custody status, case number, gender, social security number and AKA's. Search needs to be inclusive of all "party types" (e.g. plaintiff, defendant, witness, victim, officer, etc.)	
272	Case Management	Person identifiers used to search for parties include; party name, date of birth, AKA, driver's license number, SSN.	
273	Case Management	Person identifiers and attributes that display on "search results details" should be user configurable by case type. Ability to prompt indexing standards for party	
274	Case Management	Ability to visually identify warrant status if exists.	
275	Case Management	Display a list of all warrants and Temporary Restraining Orders/Restraining Orders (TRO/RO's) ordered for a given day and is reportable, exportable and	
276	Case Management	Ability to generate, e-sign and print Temporary Restraining Order/Restraining Order.	
277	Case Management	Provide data fields to maintain warrant history status.	
278	Case Management	Support multiple warrant types.	
279	Collections/Setoff Debt	Ability to create a file in desired data format for input into the States Department of Tax Administration system along with a corresponding printout. Flexible enough to add/remove/change/placement and even change the format type, i.e. flat file fixed length record to xml of the existing data elements. Must be flexible enough to change user defined parameters as needed pursuant to legislative changes. (e.g.: 20 year judgment limitation.) <ul style="list-style-type: none"> <li>• ARI00 - Attachment D.11</li> <li>• ARI01 - Attachment D 12</li> <li>• ARI07 - Attachment D 13</li> </ul>	
280	Collections/Setoff Debt	All Collection/SetOff reports need to be able to be saved/reprinted and be able to be sorted by Case # or Party name alpha sort and is reportable, exportable and printable.	
281	Collections/Setoff Debt	<ul style="list-style-type: none"> <li>• Collections (adds and updates)</li> </ul> <p>Ability to identify cases slated for collections based upon requirements below:</p> <p>(1) • Non-Payment of fines and/or costs <ul style="list-style-type: none"> <li>• 30 days from sentencing, or date of notice, if no payment is received.</li> <li>• Unless - On payment plan – date of last payment + 10 days (40 days) and no payment received.</li> </ul> </p> <p>(2) • Unless specific time to pay is ordered by the Court, then non-payment occurs = 20 days after Court ordered due date</p>	
282	Collections/Setoff Debt	<ul style="list-style-type: none"> <li>. All (2) above scenarios will necessitate an OL suspension for non-payment and the CMS must differentiate between an OL suspension per conviction and an OL suspension due to non-payment.</li> <li>. If sentencing date is greater than 20 years, it does not fall under this. OL will not be suspended and no collection efforts will occur.</li> <li>. If sentencing date is less than 20 years and the case is granted a payment plan, but then the payment plan is violated, then Defendant is subject to an OL suspension</li> </ul>	
283	Collections/Setoff Debt	SET OFF DEBT - Run annually in Nov. - All unpaid fine/costs which are Greater than 30 days after sentencing date.	
284	Collections/Setoff Debt	SET OFF DEBT format (Attachment D.14 - Setoff Debt File Layout) Data file is sent through Virginia's Department of Taxation: Court Debt Collection Office	
285	Criminal Interest/ Interest Hold	<ul style="list-style-type: none"> <li>• Interest is assessed on fines and costs owed to the court</li> <li>• Interest assessed 40 days after sentencing. <ul style="list-style-type: none"> <li>• Unless interest hold reasons are in effect see Interest hold below.</li> </ul> </li> </ul>	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
286	Criminal Interest/ Interest Hold	<ul style="list-style-type: none"> <li>• Calculation on fines and costs and victim restitution.           <ul style="list-style-type: none"> <li>• However interest hold does not apply to restitution</li> </ul> </li> <li>• Not all restitution is assessed interest           <ul style="list-style-type: none"> <li>• Ability to identify and assess interest on restitution or not.</li> </ul> </li> <li>• Ability to select interest hold type: fines and fees, restitution or both</li> <li>• Interest rate in effect at time of sentence is constant as of 7/1/2004.</li> <li>• Interest rate must be flexible for future changes.</li> <li>• Interest for cases sentenced prior to 7/1/2004 is based on rates and the changes to the rates with the effective dates below:</li> </ul> <p>10/1/77 - 6/30/81 = 8%      7/1/81 - 6/30/83 = 10%      7/1/83 - 6/30/87 = 12%      7/1/87 - 6/30/91 = 8%      7/1/91 - 6/30/04 = 9%      7/1/04 - to present = 6%</p> <ul style="list-style-type: none"> <li>• Example. The sentencing date is 8-30-75 and defendant still owes money today. They would effectively have their money calculated against all the rates above.</li> </ul>	
287	Criminal Interest/ Interest Hold	<ul style="list-style-type: none"> <li>• Interest Hold scenarios:</li> <li>• Interest starts accruing 40 days after sentencing</li> <li>• However should a defendant be on a payment plan (in good standing) or incarcerated then there would be a stop on interest calculation for the time that the payment plan was in effect or the amount of time the defendant was incarcerated.</li> <li>• The system must accommodate stop dates throughout the life of the case.</li> <li>• The system must accommodate multiple interest stop and start dates throughout the life of the case. (e.g.: defendant in and out of incarceration, to include time served on weekends only; defendant repeatedly violating payment plans, and repeatedly allowed to re-enter on a payment plan).</li> <li>• If a Payment plan is violated - Interest restarts 40 days after last payment date.</li> </ul>	
288	Criminal Interest/ Interest Hold	<p>If there is an omission on an Earlier Stop Date or changes are made to an Existing Stop Date, the system should be able to re-calculate and adjust interest based on the new date(s) found.</p>	
289	Criminal Interest/ Interest Hold	<p>Any payment applied after the collection fee has been assessed needs to be applied in the following fashion: Interest first, then .14529 of the remainder of the payment is to be applied towards revenue code 499, and .85471 is to be applied toward the principle balance of either fines/costs or restitution, depending upon which area the payment is applied.</p>	
290	Criminal Interest/ Interest Hold	<p>Ability for separate money due dates, extension dates, amount due and FTP hold dates for fines &amp; fees and restitution.</p>	
291	Criminal Interest/ Interest Hold	<p>Ability for separate plans for fines &amp; fees and restitution.</p>	
292	Criminal Interest/ Interest Hold	<p>Ability to stop payment plans while maintaining plan history.</p>	
293	Criminal Interest/ Interest Hold	<p>Payment plans should show the installment history. Ability to edit payment plans (e.g. installment due date, amount due)</p>	
294	Data	<p>Provide the ability to distribute fine/fees/interest. The process should be based upon the charging statute. The jurisdiction choices on the charge entry are: State, County, Town(s), and City. (If Town is selected, it is either Vienna or Herndon.) The system should prompt entry clerk to select the jurisdiction at the time the Case is Created (Charge Entry) which of these distributions to select. This selection must be mandatory at Case Entry. Fine, Fee and Interest Distributions can be set for each of these jurisdictions so that accounts may be correctly established. Examples of distributions based on jurisdiction are Jury, E-Summons, and Court</p>	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
295	Data	Provide field for VA OTN and CCRE alphanumeric data. Numbers are assigned (per charge) by Sheriff. For each charge there will be a unique OTN and CCRE number associated. Must be searchable within the CMS.	
296	Data	. Provide field for CCRE Transmittal Date, per charge.	
297	Data	Fines and Costs: Docket Judgments • Date Judgment Docketed, 2. Judgment Number and 3. Release Date (with search capability and ability to view the judgment) which is reportable, exportable and printable.	
298	Data	Restitution: Docket Judgments • Date Judgment docketed, 2. Judgment number and 3. Release date with search capability and ability to view the judgment and is reportable, exportable and	
299	Data	The ability to enter more than one Judgment Lien for fines and costs, to include history for prior judgments. (e.g.: Revocations).	
300	Data	Provide data fields/table/field for capturing criminal interest rate (for calculations). Solution must be flexible, to allow for future changes to interest rate (could change yearly).	
301	Data	Provide field for status of charges (dismissed, disposed, <i>nolle prossed</i> , referred, expunged, guilty, etc.) which auto-triggers workflow (including Victim E-Alert function).	
302	Data	Capture and display data for Party within Case: "Interpreter", (including language), "Accommodation Required", etc..	
303	Data	Capture and display data for Party within Case: Party type and/or number and email address(s) for attorney. Allow for unlimited parties within a case.	
304	Data	Provide data fields for VA State Bar number as primary attorney identifier and accommodate a secondary identifier. Ability to associate an attorney with more than one business address.	
305	Data	Ability for input of counts under charges.	
306	Data	For DMV, provide tracking for abstracts to indicate that an abstract was sent, the date the abstract was sent and what data was on the abstract.	
307	Data	Ability to specify party as a business, with a business address.	
308	Data	Ability to capture email addresses and email function through the CMS and include documents.	
309	Data	Data for party within case: party represented by attorney (including atty type), or pro-se indicator with ability to track changes in representation status.	
310	Data	Data for party within case: DBA's/FDBA's/FKA/AKA/OBO/NKA/ALIAS (doing business as, and "formerly" DBA's, etc.), fictitious business name, corporate	
311	Data	Generate and assign case numbers using a locally defined format with variations by case type and override capability.	
312	Data	Capability to query cases by partial party name, Soundex search with partial search parameters and wild card entries and boolean logic.	
313	Data	Provide for the entry of other agency case numbers with search capability. Provide an index/cross reference/linked between these other agency case numbers and the CMS court case number.	
314	Data	Provide many-to-many relationship between attorney and party (i.e., an attorney may represent more than one party on a case or more than one attorney may represent one party on a case). Designate the role (e.g., lead attorney or e-filing attorney) of the Attorney on the relationship with Party. Must have the ability to reconcile with electronic filing business rules.	
315	Data	Convert active and closed case information (including digital images) from the existing Case Management System.	
316	Data	Provide internal and/or external users access to closed case histories and case-related records from the current Case Management System. Public access defined by role definitions.	
317	Data	Integrate and enhance existing case management functionality/document imaging & management functions, so there is no loss of function for the users, through GAP Analysis.	
318	Data	System must track and display index data, general ledger, and digital image changes, including: the name of the person who made the change, time and date of the change and nature of the change.	
319	Data	Port and convert existing Case Management System data so there is no loss of functionality, and no need for multiple/concurrent systems.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
320	Document Management	Provide the ability to image/scan paper documents and then associate the images to case index, for retrieval, view, redaction, print, and email, while identifying and preserving SEALED status to the image and index data (based on role-mapped security access).	
321	Document Management	Provide ability to store an "internal view" (unredacted) and a "public version" of the scanned image. Document Management must be able to distinguish internal scanned images from, Public and pre-screen (through OCR or other sensitivity algorithm) imaged documents for Redaction. Document Management must allow for the export and printing of images (with and within Redaction Boxes).	
322	Document Management	Provide ability to accept e-filed digital images associate e-filed pleadings to the case index and to associate to their cover <i>praeceipe</i> .	
323	Document Management	Document Management/Imaging must offer OCR which prompts clerk-redaction, allowing clerk to apply Redaction Box for Public Versioning only, Redaction Box must be preservable over time. Document Management/Document Imaging must contemplate OCR SSN sensitivity prompts, allowing user to apply Redaction Box over data in scanned/e-filed image. Must provide full audit-trail of all Clerk Redaction Commands (manual redaction) and ability to associate the Code section requiring redaction	
324	Document Management	Provide both an automated OCR functionality (to preview all e-filed documents and scanned/imaged documents for SSN-sensitivity or other, programmable business rules for sensitive, redactable information) and a manual Redaction Box function, for application and view, based on role-mapped access.	
325	Document Management	Manual Redaction must provide a reason-code prompt for the clerk doing the manual redaction (ie: SSN, Bank Account, Minor, Victim Name, Signature for Internet ect....)	
326	Document Management	Automated Redaction must provide a reason-code prompt for the clerk doing the manual redaction (ie: Likely SSN, Bank Account, Minor, Victim Name ect.)	
327	Document Management	Manual Redaction Box must allow for full-, or partial-, redaction of sensitive information.	
328	Document Management	Provide ability to e-mail out a digital image directly from the case management system to a party listed in the case, or an external public records inquirer; with the option of "Redaction Preserved" or "unredacted" prompt to clerk-user.	
329	Courtroom Activity	Allow user-definable field updates, to apply to all cases when cases are consolidated, related or associated. Allow split screen to view both digital case files.	
330	Courtroom Activity	Allow for clerk to receive digitally submitted proffer/exhibit, and for the Judge to e-admit and e-mark (through digital annotation) the exhibit with auto-generated, sequential exhibit numbering.	
331	Courtroom Activity	Every entry into the Register Of Action (case index), including corrections, should reflect the user ID, and a date and time stamp. This information must be visible from the application screens with full audit trail.	
332	Electronic Filing	Ability to allow electronic-filing for attorneys, governmental agencies and self-represented litigants ( <i>pro se</i> filers).	
333	Electronic Filing	Provide a 'sovereign user' category of filer that can allow lower court (or sister agencies) to e-file digital images of lower court appellate record, up to FCC and which can be designated as urgent; and which allows for appeal bond money transmission to General Ledger. Pursuant to Virginia Code §16.1-112	
334	Electronic Filing	All technical tools should be available to both attorneys, other government agencies and <i>pro se</i> filers. FCC requires the capacity to turn these technical tools off and on for the entire system and at the user level, without vendor involvement.	
335	Electronic Filing	E-filing portal should allow for a confirmation of receipt; payment in advance of actual "filing" (Real-time funds verification)	
336	Electronic Filing	E-filing portal must establish filing fees dependent upon the amount in controversy ( <i>ad damnum</i> clause).	
337	Electronic Filing	E-filing portal must use branching logic to determine additional documents to be filed with the initiating document (i.e. divorce document VS-4).	
338	Electronic Filing	Will employ the use of required fields and visual error prompts or balloon help tips.	
339	Electronic Filing	Ability to configure fee schedule (taxes, fees and e-filing surcharge) to the cost per transaction or per document or no cost.	
340	Electronic Filing	Full audit trail of email bounce-back issues; communicate bounce-back to shared e-file account-holders, alerting them of team member's bounce back.	
341	Electronic Filing	Provide a portal workspace for qualifying attorneys to sequentially, electronically sign a joint proposed order for e-file submission.	
342	Electronic Filing	Provide the ability for e-file attorneys to invite others to sequentially, electronically sign a joint proposed order for e-file submission.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
343	Electronic Filing	Provide the ability for litigants collaboratively submit discovery for digital marking; must offer the options of Plaintiff's Sequential Exhibit Numbering, Defendant's Sequential Exhibit Numbering and Joint, Sequential Exhibit Numbering options, which can tolerate digital file exhibits.	
344	Electronic Filing	Provide the ability for submitters to message the court as its related to the submission at verification. Include spellcheck and grammar check	
345	Electronic Filing	Ability to designate priority to submissions based upon document type; Ability to pre-flag "Seal Requested" status on e-filing.	
346	Electronic Filing	Provide 24 x7 technical helpdesk for all system users.	
347	Electronic Filing	Provide a portal which contemplates the data elements collected by the use of Fairfax Circuit Court coversheets. (Attachment D.15 - Civil Domestic & Law Coversheets)	
348	Electronic Filing	Allow unlimited size on documents/media submitted; offer a digital media titling/ and electronic discovery management tool	
349	Electronic Filing	Virus scanning of all submissions is required.	
350	Electronic Filing	Provide an electronic-signing option for pleadings, which can tolerate e-notarized documents thereunder and provide ability for e-submitters to pre-treat redactable information on their pleading.	
351	Electronic Filing	Allow submitters to choose method of electronic signature, included but not limited to signature pads or current technologies. FCC needs the ability to contour the portfolio of eSignature methods, without Vendor involvement.	
352	Electronic Filing	Allow for curative measure as verification, as alternative to rejection. Provide a Dialogue ability between the receiving agent and the e-filer.	
353	Electronic Filing	Ability to cross-reference the e-filer registration profile with the CMS on validation of counsel/parties.	
354	Electronic Filing	Ability, through configuration, to pretreat identified appellate-record-documents required for appeal.	
355	Electronic Filing	Ability to prohibit certain entities from using the e-file system (definable by the court)	
356	Electronic Filing	Allow for e-file attachments to contain electronic-notarization or electronic certification/encryption without impediment to portal submission.	
357	Electronic Filing	E-file portal should allow video conferencing between remote parties (i.e. electronic notary) and FCC.	
358	Electronic Filing	Ability to route to distinct configurable work queues (# of work queues TBD) based upon document type. For example a document might need to be routed to a Judge, deputy clerk or THE CLERK OF COURT for exercise of discretionary authority, prior to case number assignment. Offer an automated log of all logic-choices of these non-case number e-submissions.	
359	Electronic Filing	System is based on OASIS Legal XML, GJXDM, and as supported by COSCA/NACM standards and has the flexibility to adapt to emerging OASIS LegalXML, GJXDM, and COSCA/NACM standards found at <a href="http://www.ncsc.org/">http://www.ncsc.org/</a> .	
360	Electronic Filing	System architecture incorporates migration strategies for new releases of XML and future releases of OASIS LegalXML and GJXDM standards.	
361	Electronic Filing	System architecture provides capabilities to transfer large numbers of documents, attachments and envelopes at one time ("mass file").	
362	Electronic Filing	System architecture provides ability for a customer to file multiple cases.	
363	Electronic Filing	System architecture provides capabilities to allow unlimited number of plaintiffs and defendants.	
364	Electronic Filing	Ability to implement a web-based e-filing and e-service solution for Civil and Criminal case documents. The solution must be in compliance with the current Code of Virginia and with Rule 1:17 of the Rules of the Supreme Court of Virginia.	
365	Electronic Filing	Provide effective electronic filing portal that supports both free-form pleadings and form-based filings	
366	Electronic Filing	Collect online payments and electronically transmit filing fees per established industry security interface protocols	
367	Electronic Filing	Provide an easy daily and monthly financial reconciliation workflow	
368	Electronic Filing	Provide other value-added services, e.g. Intelligent/Assistive Forms, Public Access to Court Documents, Application Development for Specialized Filer Needs, User Tip Sheets or hover text.	
369	Electronic Filing	Provide easy billing and payment tools for filer services	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
370	Electronic Filing	Virginia Information Technology Agency standards ( <a href="http://www.vita.virginia.gov/library/default.aspx?id=537">http://www.vita.virginia.gov/library/default.aspx?id=537</a> )	
371	Electronic Filing	Urgent Case Notification for certain Case-Types or Cases (by manual designation)....Color-coded banner flashes across top of the entry screen OR flashing prompt altering Clerk that the case number (or case type) is an "URGENT CALENDAR-ELIGIBLE case". (i.e.: Involuntary Commitment Appeals, Election Recounts, Arraignments, CWP Suspension OrTenus, Voter Registration Denial Appeals, Emergency GAL/Conservator Assignments; Grievance Appeals) Allow for the notification to be un-done after the case is concluded/closed.	
372	Electronic Filing	Allow e-file users gradient levels of information update (email/text/etc.)	
373	Electronic Filing	Set notification for all users cases and allow additional notifications on specific cases	
374	Reports/Notices	Identify, by date of birth, when juvenile names are included, with a prompt. Provide an explanation how juvenile case filings in other e-file systems are handled.	
375	Reports/Notices	Provide flexibility in generating agile ad hoc reports utilizing with customized views.	
376	Reports/Notices	Provide report defined as "2 year order report". Cases which have had no "activity" for 2 years. See requirements from existing 2-year Order system. (Attachment D16- Two Year Docket Report)	
377	Reports/Notices	Ability to optionally preview all reports online prior to printing; with option to de-select sealed cases from report print screen.	
378	Reports/Notices	Auto-generate notices/order and email specific to the bond status including, forfeiture, exoneration, reinstatement, fees due for reinstatement, summary judgment, or any notice required, based on the case status or case entries.	
379	Reports/Notices	Provide ability to Calendar an Event based on a date set by user (must be modifiable by court) which then Auto-generates an e-notification and auto-generates a printed letter to customer. For example, a customer's Concealed Weapon Permit is set to expire on 2/14/17, system auto-generates and auto-sends an e-mail notification to customer and auto-generates a paper Letter Notice to Customer.	
380	Reports/Notices	Automatically generate notices to be sent/mailed/parked in the e-file portal for that party based upon case events, with the ability to manually override.	
381	Reports/Notices	Ability to user, to select option to print notices and e-notifications real time or later in batch.	
382	Reports/Notices	Ability to send notices to multiple addresses as defined by user.	
383	Reports/Notices	CMS will be able to provide performance reports on an agile dashboard. Total and percentage of civil law cases in the Differentiated Case Tracking Program (DCTP) which have been finalized in less than or equal to 365 days from the original filing date (Attachment D.17 DCTP Law Report). Report must be flexible to include but not limited to the following data fields (case number, case type, original filing date, final disposition date, final disposition code, attorney of record and sealed status) and be able to sorted by any of the data fields)	
384	Reports/Notices	CMS will be able to provide performance reports on an agile dashboard. Total and percentage of Domestic cases in DCTP (Attachment D.18 - DCTP Domestic Report) which have been finalized in less than or equal to 548 days from the original filing date. Report must be flexible to include but not limited to the following data fields (case number, case type, original filing date, final disposition date, final disposition code) and be able to be sorted by any of the data fields).	
385	Reports/Notices	<ul style="list-style-type: none"> <li>• 30 day delinquent report</li> <li>• Report consists of all unpaid Fines/costs/restitution &gt; 30 days after sentencing date.</li> <li>• Report should be able to be saved in, and exportable to, a variety of formats such as PDF, Excel and should be eligible for push to internal work queues.</li> </ul>	
386	Statistics	<ul style="list-style-type: none"> <li>• 17% report : based upon money received on cases, in collections. Report needs to be flexible so that the % could be changed if needed. (i.e. out of 100% received we send 17% to DTA and keep 83%). Case shows as being paid in full. In the context of code 499 (Attachment D.19 - 17% Report).</li> </ul>	
387	Statistics	Ability to provide statistical reporting requirements for the Commonwealth of Virginia. Technique for reporting must be flexible enough to allow the court to make changes (add/remove/change) to the report based upon any future requirements provided by the state. (Attachment D.20 - Case Load Statistics Report)	
388	Statistics	Courttools - ability to provide reports based upon the CourtTools from the NCSC.	
389	Statistics	<ul style="list-style-type: none"> <li>• Reports should be able to run against any timeframe. 1 month, 3 months, 6 months, greater than year. i.e. any timeframe specified and be able to save/print/re-print/export the report.</li> </ul>	
390	Tables	<ul style="list-style-type: none"> <li>• Reporting technique must be flexible to allow the court to make changes (add/remove/change) to the report should the requirements provided by the state change. Allow multiple selections with grouping and sub-totaling format to be included in the criteria.</li> </ul>	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
391	Tables	Maintain/update user-defined statute table with full title, code section, short title with links to LIS. Need to be able to search statutes by statute short title and VCC at a minimum.	
392	Tables	Provide funds disbursement and distributions schedule tables.	
393	Tables	Maintain accounting GL allocation tables.	
394	Tables	Maintain bond surety and bond agency profile table with customizable sort capability.	
395	Tables	Maintain historical versions of fee tables on-line.	
396	Tables	Ability to record or retrieve attorney information during case initiation including bar number, firm, address, phone, e-mail and fax, include also bad check (NSF) (date of return) and bar standing conforming to e-file business rules.	
397	Tables	Provide attorneys-to-attorney firm relationship, where a firm may have multiple locations. Ability to globally transfer an attorney and selected cases from one attorney to another.	
398	Tables	User defined code tables that are dynamically integrated into the application such that new table values, new rows or changed values entered by user system administrators are immediately available for selection. This includes new rows or changed values.	
399	Tables	All user defined code tables should be maintained using common, secure, and easy to use utilities. These utilities should allow for printing of the tables.	
400	Tables	"Effective from" and "effective to" date/time stamp for tables and fee schedules.	
401	Tables	Tables can be maintained by a system administrator with no programming background.	
402	Tables	Code Table value lookups should be designed to allow for selection of the proper code value based on letter by letter input (i.e. type "S". Should first take you to the first S value code and the next letter inputted will filter to that code with that letter after the initial S). Results should render with sub-second response time.	
403	Technology/Interface	Validate ZIP codes using regularly updated validation tables. When zip code data is entered, populate city and state fields and determine the 4 digit zip code extension based on street/block information supplied.	
404	Technology/Interface	Ability to store and display all information related to a case including imaged and e-filed documents; including redaction information. Ability to interface with the imaging system(document management) and link (index) imaged documents/filings to the appropriate case within case management functions. Example : a Judgment number with linked digital image of Judgment, and preservation of redaction box over Social Security Number.	
405	Technology/Interface	Ability to store and retrieve electronically, both confidential and non-confidential images of documents, with appropriate security. Security level must be at least at the document level and maintain any existing redactions (redactions must be preserved and preservable).	
406	Technology/Interface	Document imaging is to be achieved using optical scanning, OR through direct file conversion from an e-filed document. Additionally system generated forms or reports (based on business need) may optionally be converted to image to preserve the documents as they were at the time that they were originally produced. The chosen image file format is to be determined. Can accommodate/tolerate encrypted/locked signature/notarization capability (cannot be removed from the	
407	Technology/Interface	System provides for storing and linking imaged documents to cases, party, ROA, minute entries, direct population into workflow, etc.	
408	Technology/Interface	Ability to automatically or manually overlay forms, notices, and reports with unlimited digital signatures, file stamps, and electronic court seals when needed (in premapped locations on the document, by document type). See above for Document Management's ability to prompt, apply and preserve Redaction Boxes over redaction-eligible data on image.	
409	Technology/Interface	Based on user security, allow for redaction of specific fields on scanned documents to meet confidentiality requirements for the case type, while still being able to disseminate needed case information (some of which is NOT confidential). See above for Document Management's ability to OCR (or through some other Redaction Sensitivity-related algorithm) must be available for users, based on role-mapped security rights.	
410	Technology/Interface	Image file format allows for multiple page/sized documents.	
411	Technology/Interface	Ability to overlay digital signature/electronic certification/electronic trial exhibit annotations accepted from latest technology available onto appropriate imaged documents.	
412	Technology/Interface	Ability to send abstract data and receive errors to/from DMV electronically in real-time or in batch. Abstracts are sent when there is a conviction of a DMV reportable statutes and/or for failure to pay fines and costs and/or failure to pay victim. (Attachment D.21 - DMV INTERFACE MAPPING)	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
413	Technology/Interface	Ability to send document service requests (send the actual service of process package(s)) and receive errors to/from Fairfax Sheriff in real-time or in batch.	
414	Technology/Interface	Ability for lower Courts (GDC and JDR) to interface their metadata & document images into our CMS (see Row 325 above) and make appeal bond payments to General Ledger, pursuant to Virginia Code §16.1-112	
415	Technology/Interface	Application security will allow (not impede) an interface to accept various payments via internet and/or kiosk with full audit trail.	
416	Technology/Interface	Provide for data exchange between jury calendar, judges' outlook calendars, and case hearing calendars-- to display calendar while maintaining confidentiality, where appropriate.	
417	Technology/Interface	Support export of financial data to multiple governmental agencies.	
418	Technology/Interface	Support import of financial data from existing accounting or administrative systems.	
419	Technology/Interface	Provide automatic logoff or workstation lock, based upon configurable time/security parameters defined at both the agency level and the user role level : comply DIT security standards.	
420	Technology/Interface	Ability to direct/redirect printout to local printers authorized and assigned to each user's local workstation and network configuration.	
421	Technology/Interface	Ability to notice party and attorneys via e-mail or text.	
422	Technology/Interface	Ability to integrate with a Point of Sale (POS) device to accept payments and update case accounting information accordingly.	
423	Technology/Interface	Ability to integrate with a POS device with a check endorsement printer with ability to print case number on check, and printer to print itemized receipts.	
424	Technology/Interface	Ability to integrate with a POS device with a check endorsement scanner to scan in ABA/Account # from check.	
425	Technology/Interface	Ability to integrate with a POS device with a telecredit/check interface. Device should have card-swiipe and EMV capability.	
426	Technology/Interface	In a sterile environment (with dedicated system resources, using a fully loaded database) the application should have sub-second response time. In a few isolated worst case scenarios ("worst case" in terms of the complexity of the design of the data structures which must be traversed), response time should be no longer than	
427	Technology/Interface	The portions of the system that are run in the Courtroom require sub-second response time and populate in real-time. For example : Judicial Dashboard	
428	Technology/Interface	Provide utilities for system administrator to add new fields (that exist in the database) to CMS screens (for store and retrieve purposes only). No technical programming time should be required to perform this task.	
429	Technology/Interface	Ability to receive Faxed documents from trusted sources for integration into the system.	
430	Technology/Interface	Ability to send weekly required finding/final disposition data to Virginia State Police (VSP) via interface (Attachment D.22 - VSP CCRE INTERFACE MAPPING) and receive a rejection file.	
431	Technology/Interface	Ability to send monthly data to Virginia Department of Corrections (VADOC) via interface (Attachment D.23 - VADOC INTERFACE MAPPING)	
432	Technology/Interface	Ability to transmit and receive data and images for import/export into and out of the CMS and DMS. Example: General District Court and/or Juvenile Domestic Relation Court Appealed and/or Remanded cases.	
433	Technology/Interface	Provide a method/utility/module where trained users can design and create modifiable "forms" and map the data content of those forms from/to the CMS database.	
434	Technology/Interface	Provide the ability to export case data (case number, party name, time and courtroom sorted by party name) to the existing INFAX electronic docket system	
435	User Interface	Ability to post electronic notices to a website or other electronic posting venue. To include but not limited to, have the ability to automatically pre-schedule notices, add notices ad-hoc and set a date/time for expiration for removal from the site.	
436	User Interface	Capability to configure each case summary screen independently for each case type and include necessary fields.	
437	User Interface	Ability to designate either calendar days or business or court-in-session days in relation to business rules.	
438	User Interface	Ability to query cases by attorney names, law firm, VSB #.	
439	User Interface	Ability to query cases by scheduled calendar date.	
440	User Interface	Ability to query cases by using case type and sub-case type with layered filtering capabilities, with advanced searching.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
441	User Interface	Application should provide "word processing" like capabilities, when entering large text blocks of case information of any kind (Cut/paste/import/export/file references/spell-check, bold, underline, italics, symbols, word wrap, etc.) Contemplate legal autofill.	
442	User Interface	Ability to save, print, export and/or modifiable ad hoc queries, reports, formats and macros in a well-organized library.	
443	User Interface	Ability to multi-task within the CMS, have multiple CMS screens available or, while in the CMS allow access to other applications with no impaired performance.	
444	User Interface	Provide consistent use of hot keys/touch screens as an alternative to the mouse strokes.	
445	User Interface	Provide for selectively duplicating/batching case data across many related or user selected cases.	
446	User Interface	Provide link from calendar screen directly to the case summary information with hover view (hovering over link will render user defined summary screen).	
447	User Interface	Provide staff immediate view access (security role) to e-filed or scanned documents when received, not accepted.	
448	User Interface	If field is case sensitive, the system converts to correct case, punctuation sensitivity will not be an impediment.	
449	User Interface	Application provides for consistent use of pop-up windows/pull downs for selecting table values as opposed to entering manually each time.	
450	User Interface	Application provides for consistent use of "greyed out" for buttons/selectables related to options which are not logically for usage.	
451	User Interface	Logoff from CMS is designed and implemented to force the logical conclusion of all system tasks prior to termination.	
452	User Interface	Provide user definable/modifiable field level hover view HELP (cursor positioned notations).	
453	User Interface	System should provide clear and concise textual error messages that give the user remedial measures on how to resolve the error with hyperlinks to the corrective measures.	
454	User Interface	Provide clear concise user documentation. It is desirable to leverage the text between user documentation and the text in the online HELP facility. HELP facility should allow for screen level HELP to describe both how to use the screens, the fields on the screen, as well as integrated local policy text; with embedded video tutorials for that help item.	
455	User Interface	The system should highlight incorrectly entered data with highly visible and discernable (standardized color/flash/reverse video display characteristics) error notations. In addition cursor should be positioned at the location to best facilitate the correction of the error.	
456	User Interface	Soundex search with partial search parameters and wild card entries and boolean logic.	
457	User Interface	Soundex search for hyphenated name searches and spaces between multiple part last names/first names.	
458	User Interface	Soundex search routines apply to all party names, AKA's and attorneys.	
459	User Interface	Ability to print/digitally capture all screens, windows and browser views.	
460	User Interface	When creating a document, need the ability to select the ROA Code and enter text.	
461	User Interface	Integration with existing Jury Management System	
462	Judicial Dashboard	Need to be able to search the Law Enforcement table.	
463	Judicial Dashboard	Provide real-time update of judicial data.	
464	Judicial Dashboard	Judge approval of exhibits (exhibit digital annotations) after drag and drop.	
465	Judicial Dashboard	Private Judge Notes	
466	Judicial Dashboard	Hearing time management and weighted priority. Allow judge/clerk to assign priorities and/or time amount for calling of the cases.	
467	Judicial Dashboard	Integration of CMS with Lexis Nexis and/or CaseFinder.	
468	Judicial Dashboard	Drag and drop function to "move the docket" triggering notifications and updates to electronic calendaring and dockets etc.	
469	Judicial Dashboard	Ability to park bench briefs in the dashboard with hyperlinks to appropriate areas (code of Virginia and rules for the supreme court) Not to remain as part of the court record.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX D - REQUIREMENTS DOCUMENT

Requirement Number	Feature Category	Court Management System Feature	Vendor - Response Code - Please use the Response Code Criteria Sheet (Appendix E)
470	Judicial Dashboard	All judicial post-it notes should have a time stamp associated.	
471	Digital Trial Practice	Logic involved in the post-it notes content should send up a prompt for additional guidance on the note.	
472	Digital Trial Practice	Electronic filing of electronic discovery (all media types of evidence (video, audio, digital rendering of physical, electronic medical records, (include redaction capability for submissions)), tax records.)	
473	Digital Trial Practice	The parties exhibit submission folder and the courts trial exhibits (drag and drop) cannot work a technical impediment to later appellate compilation, pagination for electronic submission to higher courts.	
474	Digital Trial Practice	Clerk-issued and attorney-issued <i>subpoenas duces tecum</i> with barcode generation (barcode includes necessary metadata) to satisfy subpoena, create and ROA and e-notify/notify the parties on receipt.	
475	Digital Trial Practice	Allow e-file users to sign-up for text/email tracking notifications (submitted pleadings, subpoena duces tecum results, discovery, transcripts, hearings assignments,	
476	Digital Trial Practice	System should notify (email/text/etc.) on updates to cases users with opt-in/opt-out capability on notification options.	
477	Digital Trial Practice	Allow for an exhibit repository for drag and drop into an application that does trial exhibit electronic notation.	
478	Digital Trial Practice	Differentiation between physical and electronic exhibits for annotation (to allow nomenclature for physical exhibits to be replicated as electronic annotation numbering onto digital photograph of digital evidence.	
479	Digital Trial Practice	Ability to purge digital exhibits	
480	Digital Trial Practice	CDAR audio time-stamp be built-in to the drag and drop function and electronic trial exhibit annotation function.	
481	Digital Trial Practice	Ability to accommodate public records requests for digital trials exhibits to include video and audio files. Include payment capability (online payment).	
482	Digital Trial Practice	Ability to designate certain trial exhibits as sensitive (non-replicable). Contemplate security levels when defining.	
483	Digital Trial Practice	Digital <i>in camera</i> review function/workflow. Linking submission portal to judges dashboard DIRECTLY.	
484	Digital Trial Practice	System should employ blockchain technology, or other technology that allows for layers of electronic signatures and/or electronic notarization, and still apply digital annotation thereon (i.e.: layer electronic treatments to include, original pleadings e-signature, on which e-notarization is applied, on which Clerk's Stamp is applied at filing, on which a trial exhibit can be applied, on which an appeal pagination can be applied.	
485	Digital Trial Practice	Ability to track court reporter name and tapes for each court hearing.	
486	Digital Trial Practice	Date notation when CCRE has been transmitted to the VSP as well as field to notate if SSN cannot be found.	
487	Digital Trial Practice	Ability to note if Jury is defense request or commonwealth request.	
488	Digital Trial Practice	Search warrant functionality for electronic record keeping to include the ability to assign a unique identifier to each warrant/affidavit (e.g.: document number, case number, etc.). Required and searchable fields to include a description field of the person, place or item of interest, officer name, type of search warrant and multiple date fields (e.g.: date issued, date executed, date filed, date sealed, and date unsealed). Provide for ability to seal and unseal.	
489	Digital Trial Practice	A field to calculate when a file can be destroyed.	
490	Support and Response	Allow a place for transcripts to be downloaded	
491	Support and Response	Provide immediate onsite, intranet, or telephonic assistance on an as-needed basis between 7:30AM and 5:00PM EST, Monday through Friday; however, there may be situations when weekend, Holiday, and/or other work hours may be necessary.	
492	Support and Response	Work will be scheduled in advance, in a mutually agreeable timeline, so that both parties can make the necessary arrangements.	

\* Note – Please reference the requirement number from the spreadsheet with your detailed response.

## APPENDIX E – RESPONSE CODE CRITERIA (RCC)

RESPONSE CODE	DESCRIPTION
Y = Yes	Requirement currently exists in proposed systems core product and can be demonstrated to the Court. The cost of the requirement is included in the cost of the base software.
N = No	Requirement is not available and cannot be provided.
UD = Under Development	Requirement is currently under development or not released, but will be available in the proposed system at no additional cost. Please state the timeframe that the requirement will be included.
MM = Minor Modification	Requirement will be met by minor modifications to existing software and will be available in proposed system. Cost associated with this response must be included in the proposal as well as the details of the solution.
MC = Major Customization	Requirement could be met by major modifications to existing software, but will not be available in the proposed system. Cost associated with this response must be included in the proposal as well as the details of the solution.
3 = Third-Party Vendor Application	Requirement will be met with another vendor's application or product. Cost associated with this response must be included in the proposal as well as the details of the solution.
O = Other	Other – Any other applicable items that do not fit in the above categories need to be documented. Cost associated with this response must be included in the proposal as well as the details of the solution



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County



## MEMORANDUM OF UNDERSTANDING Fairfax County Courthouse Data Center

January 1, 2017

**Circuit Court and Records**

**General District Court**

**Juvenile and Domestic Relations District Court**

**Office of the Sheriff**

**Department of Facilities Management**

**Department of Information Technology**

**Court Technology Office**

### I. Background:

The Courthouse Data Center (CDC), located in the lower level of the Fairfax County Courthouse, is a secure facility shared by multiple courts and county agencies and is host to vital county and court applications, data, services, and supporting IT infrastructure. Housed in the CDC are critical telecommunications, network, server, data storage and computer application assets that serve the tenants of the courthouse and judicial/public safety complex. The physical components and mechanical infrastructure needed to support the courthouse environment are also contained within the CDC. The core infrastructure components include power, cooling, and control systems that require dedicated management, maintenance and support.

This document outlines the mutual partnership between the courts and county agencies for management and oversight relevant to effective and efficient operations for the Courthouse Data Center.

### II. Purpose:

This Memorandum of Understanding (MOU) documents the relationships between the stated parties to identify the roles and responsibilities of the parties to the MOU; it also outlines agreements on issues related to daily operations, planning, development, support, policies and procedures including, but not limited to, oversight and supervision, security, improvements, enhancements, maintenance and utilization of the data center.

### III. Term:

This MOU shall remain in effect until such time as it is superseded by an updated MOU. This MOU may only be amended or modified in writing and must be signed by all parties.

**IV. The parties (stakeholders) to this agreement are:**

- a. Fairfax County Circuit Court and Records (CCR)
- b. Fairfax County General District Court (GDC)
- c. Fairfax County Juvenile and Domestic Relations District Court (JDRDC)
- d. Fairfax County Office of the Sheriff (SHR)
  - o Court Security Division (CSD)
- e. Fairfax County Department of Information Technology (DIT)
  - o Court Technology Office (CrTO)
- f. Fairfax County Department of Facilities Management (FMD)

**V. Overview:**

The Courthouse Data Center is shared by multiple stakeholders and is considered a secure, mission- critical facility. Stakeholder agencies for this MOU, referenced in section IV, are considered the primary owners for only those court- and agency-specific, non-corporate business systems and applications unique to their court and agency operations, inclusive of the data contained within those systems, and processes needed for interoperability to allow for data sharing with Commonwealth of Virginia agencies, as required.

Per Fairfax County policies and procedures, the Department of Information Technology (DIT) is the primary agency responsible for management and ownership of county-wide enterprise infrastructure, corporate enterprise systems, multiple agencies' applications, data services, and data centers. The DIT also manages and supports the LAN environments in the Courthouse, which centrally connect to the CDC. The Court Technology Office (CrTO) is an operating division within the DIT, specifically assigned to support the coordination of courtroom technologies and court systems, as requested. CrTO may access other resources in DIT for additional support, as needed.

The Facilities Management Department (FMD) provides management and oversight for physical building infrastructure for all Fairfax County buildings, including the Courthouse. Physical building infrastructure includes mechanical, electrical, generator, life-safety, and conveying systems, as well as overall building maintenance. The FMD coordinates requests with DIT and stakeholders for changes to physical infrastructure for Data Centers and any Fairfax County facilities which affect Data Centers.



Communications between stakeholders is critical to ensure business continuity within the Courthouse, as well as to allow for responsible growth and efficient use of resources. Management of the Courthouse Data Center shall be through a collaborative environment with a Management Oversight & Review (MOR) Team representing all stakeholder agencies. A Data Center Duty Manager will be appointed by the MOR to provide monitoring and oversight duties prescribed within.

## **VI. Stakeholder Roles & Responsibilities**

### a. Courthouse Data Center Systems management:

- i. CCR is responsible for the management and support of specific hardware owned by CCR and will be managed by CCR staff.
- ii. CrTO is responsible for the management and support of court-specific hardware owned by GDC and JDRDC and will be managed by CrTO staff and clearly communicated with the District Courts.
- iii. CrTO is responsible for the oversight and management of court-specific hardware owned by other Courthouse entities (such as the Supreme Court of Virginia, Commonwealth's Attorney, etc.)
- iv. Sheriff IT is responsible for the management and support of specific hardware owned by the Office of the Sheriff.
- v. DIT is responsible for the management of DIT-specific hardware, software and other IT infrastructure, networks, and security systems owned and/or under the responsibility of DIT.
- vi. DIT is responsible for Enterprise Network support and compliance in accordance with Fairfax County Information Technology Plan, IT Standards, and Information/Cyber Security policies.

### b. Courthouse Data Center Access and Security management:

- i. The Office of the Sheriff CSD is responsible for all aspects of security inside and outside of the Courthouse (see Section VII below).
- ii. Upon the submission of stakeholder agencies' access lists, the CSD grants approval for data center access based on successful background check.
- iii. Approved lists may be vetted with the County IT Security Office for Cyber Incident history.

### c. Physical and Environmental Systems in the Courthouse Data Center:

- i. FMD provides management and oversight for building sub-systems and infrastructure for all County buildings, including the Courthouse. Oversight includes mechanical, electrical, generator, life-safety, automation, and



- conveying systems, as well as building envelop and overall building maintenance.
- ii. FMD is responsible to ensure that the CDC has an appropriate environment, to include cooling, electrical service, fire rating/retardant, etc.
  - iii. FMD shall review for approval any and all proposed changes to building sub-systems, infrastructure or envelop as well as any changes to the data center to include equipment and plug load.
  - iv. FMD is responsible for planning and implementation of Capital Renewal for existing building sub-systems. The term "Capital Renewal" means the replacement and upgrade of old, obsolete building system components. FMD will coordinate planning for Capital Renewal projects with the Courthouse Data Center tenants.
  - v. FMD is responsible for paying the utility bills and ensuring best practices for energy-effectiveness and energy-efficiency management. FMD will work with the Courthouse Data Center Duty Manager to assess any impact on energy and environmental changes to the Courthouse on the CDC, prior to implementation.
  - vi. The stakeholder tenants are responsible for maintaining cleanliness of the Data Center; any addition or movement of equipment must be coordinated with the Data Center Duty Manager and stakeholders to ensure there is not disruption or damage to critical equipment.

## VII. Courthouse and Data Center Security

The Courthouse Data Center is a secure facility within the lower level of the Fairfax County Courthouse. Access to the Courthouse Data Center is restricted to authorized staff only, in accordance with adopted policies and procedures established by the Sheriff's Court Security Division (CSD), Fairfax County Data Center management guidelines, and the County IT Security Policy 70-05.

- a. The Office of the Sheriff CSD is ultimately responsible for the approval or denial of staff authorization and access to the Courthouse, which includes staff access to the Courthouse's secure areas, such as the Courthouse Data Center. Authorized staff must be cleared, in advance, via background check conducted by the Sheriff's Courthouse Security Division. If approval is authorized, the staff person may be granted access to the Data Center via proxy card and/or physical key access issued by the Sheriff CSD.
  - i. The tenant agencies will coordinate clearance and access to the data center with the CSD.



- ii. Unauthorized staff must be cleared by CSD in advance. Escort and supervision by an authorized staff member is required to conduct Data Center business for the duration of the business activity.
  - iii. Authorized access for contractors must be cleared and approved by CSD in advance. A Sheriff's background check is required. If approval is granted, escort and supervision may be required dependent on the level of security granted.
  - iv. For emergency response to systems, the Stakeholder agencies, DIT, and Data Center Duty Manager will coordinate access needs in the most expedited manner.
- b. The DIT Information/Cyber Security Office (ISO) will coordinate with Sheriff CSD regarding any issues that may affect an individual's access to the CDC. The ISO may also disable system access to the enterprise network due to evidence of a Cyber Security Breach. For these instances, the ISO will work directly with CDC stakeholders.
- c. Physical Security Monitoring and Surveillance
- i. The Data Center will be monitored through electronic surveillance on a 24/7 basis.
  - ii. The Sheriff's CSD will make available, upon request, the restricted access list of all court-and agency- authorized Data Center individuals.
  - iii. Physical Access will be tracked and managed by the Sheriff's CSD and Data Center Duty Manager and is subject to regular review and audit.
  - iv. The Sheriff's CSD will make available, upon request, the identification of individuals who may have entered the Data Center, on any given date or timeframe.
  - v. All staff and tenants are responsible for reporting violations of Courthouse security policies and protocols or incidents which violate Section VII of this document.
- d. Incident Reporting
- i. Incident reporting is a shared responsibility.
  - ii. Security violations and concerns will be reported to CSD and ISO, as required.
  - iii. CSD will investigate and document findings, to be shared with the MOR and/or ISO
  - iv. Sensitive Cyber Incidents may not be shared with the MOR; any such incident may be shared with the relevant Stakeholder about their employee.



v. Examples of physical security concerns include:

- Allowing unauthorized staff or visitors access to the Data Center
- Abandoning unauthorized contractors
- Propping doors open (unless responding to a designated emergency situation)
- Tampering with other agency hardware

**VIII. Management Oversight & Review**

- a. A Courthouse Data Center Management Oversight & Review Team (MOR) is established to facilitate communications and collaborations among all stakeholders.
- b. The MOR is exclusive to the Courthouse tenants listed above. Other stakeholder Subject Matter Experts may participate in an advisory role, as needed.
- c. The MOR will designate a Data Center Duty Manager to facilitate the effect of this MOU.
- d. The MOR will review protocol incidents and report security concerns to the CSD and tenants.
- e. It is understood that any IMAC (Installs, Moves, Additions and Changes of physical hardware) decisions by any Stakeholder could impact other customers. Stakeholder agencies agree to inform and provide documented IMAC's to the MOR as part of an agreed upon "change control" process.
- f. The MOR team will meet as necessary to address Data Center changes, IMAC'S, infrastructure modifications, problems, concerns, etc. The MOR will share IMAC requests and will schedule, conduct and document meetings, issues and incidents. The MOR team will respond to stakeholders within five (5) business days, or as soon as is practicable.
- g. The Data Center may be subject to Security Audits from the Fairfax County IT Security Office, Fairfax County Audit offices, local, state or federal agencies.
- h. Building Infrastructure Changes: Stakeholders will inform the MOR Team (who will then submit change requests to FMD's Design, Engineering and Construction Division for approval) of any proposed CDC infrastructure changes. The MOR and CDC stakeholders may attend reviews to provide information on proposed changes.
- i. IT Infrastructure Changes: Stakeholders will inform the MOR Team of their requirements that may necessitate an IT Infrastructure Change; the MOR Team will then submit the Infrastructure Change Request to DIT.
- j. The MOR Team and stakeholders will work with DIT for Disaster Recovery/Resiliency planning associated with their systems in the CDC, as required.



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- k. IT Security: Stakeholders will collaborate with the MOR Team to ensure compliance with adopted Fairfax County IT Security policies and procedures related to shared systems, and to support communications and understanding regarding Cyber Breach Incidents. ISO will work directly with stakeholder agencies for agency-specific Cyber Incidents, as set out in part VII (b) above.

**IX. Data Center Duty Manager**

- a. The Stakeholders, via the MOR Team, will appoint a technology employee to serve as the Courthouse Data Center Duty Manager.
- b. The Data Center Duty Manager will serve as Liaison for all activities and changes.
- c. The Data Center Duty Manager is responsible for scheduling and logistics coordination for the MOR Team.
- d. The Data Center Duty Manager will coordinate any security audits from Fairfax County, local, state or federal agencies, which may occur.
- e. The Data Center Duty Manager will report security concerns to CSD, and ISO, as relevant.
- f. The Data Center Duty Manager will coordinate with Stakeholders and the MOR Team to address IMAC'S, Data Center Infrastructure Changes (and Change Requests), modifications, problems, concerns, etc.
- g. The Data Center Duty Manager will coordinate with Stakeholders and collaborate with the MOR Team to ensure compliance with adopted Fairfax County IT Security policies and procedures.

**X. Network and IT Security Support**

- a. All servers, storage, network and telecom equipment and access will comply with Fairfax County standards when attached to the FFX domain.
- b. Stakeholders will review adopted Fairfax County IT Security policies and procedures.
- c. FFX DIT will provide support for FFX domain, network components, including network cabling, up to the firewall interfaces to external systems. Stakeholder agencies may only establish separate domains or private networks in coordination with DIT/ISO.
- d. Sheriff IT staff will provide support for network components from its FFX connected firewall/switch and throughout the private Sheriff network. Sheriff IT will coordinate with DIT for establishing private networks.
- e. Connections between networks will be supervised by both the Stakeholder Agency and FFX DIT Network and IT Security offices, and will be secured to provide only the levels of access required.



- f. Interconnection with Commonwealth of Virginia or Federal networks or systems will be coordinated with affected Stakeholder agencies, the MOR Team and DIT.

## XI. EMERGENCY SUPPORT

### After-Hours, Weekend and Holiday Emergency Building Systems Repairs

- a. Any emergency needs that occur after 4:00 pm and before 6:00 am on weekdays or on Weekends or holidays will be addressed as defined below:
  - i. Call the FMD emergency after hours' number (703-293-8050). FMD staff will evaluate the need for emergency services and (depending upon the nature of the call) will either direct an FMD staff member or contractor to respond to the emergency.
  - ii. The Data Center Duty Manager will serve as a point-of-contact to Stakeholders to facilitate communications regarding power outages, cooling emergencies, etc. Stakeholders will be alerted when such incidents occur via designated contact list and available electronic means. The Data Center Duty Manager will also alert DIT.
  - iii. The Data Center Duty Manager will create Incident Report and coordinate with FMD for MOR Team and DIT review and historical information purposes

*All stakeholders agree to honor and comply with the policies and protocols stated within this Memorandum of Understanding. Authorized staff and contractors will only manage the systems hardware and equipment entrusted to them through their respective court or agency. Under no circumstance will any court staff, agency staff or contractor disable, power-on, power-off, remove or relocate any equipment other than that belonging to their respective court or agency.*



**MEMORANDUM OF UNDERSTANDING**

Fairfax County Courthouse Data Center

January 1, 2017

Honorable Bruce D. White, Chief Judge  
Circuit Court and Records

Honorable John T. Frey, Clerk of Court  
Circuit Court and Records

Honorable Michael J. Cassidy, Chief Judge  
General District Court

Eric Barr, Clerk of Court  
General District Court

Honorable Thomas P. Sotalo, Chief Judge  
Juvenile & Domestic Relations District Court

Barbara S. Moran, Clerk of Court  
Juvenile & Domestic Relations District Court

Honorable Stacey Kincaid, Sheriff  
Office of the Sheriff

Ron Kidwell, Major  
Office of the Sheriff / Court Security Division

José A. Comayagua, Director  
Department of Facilities Management

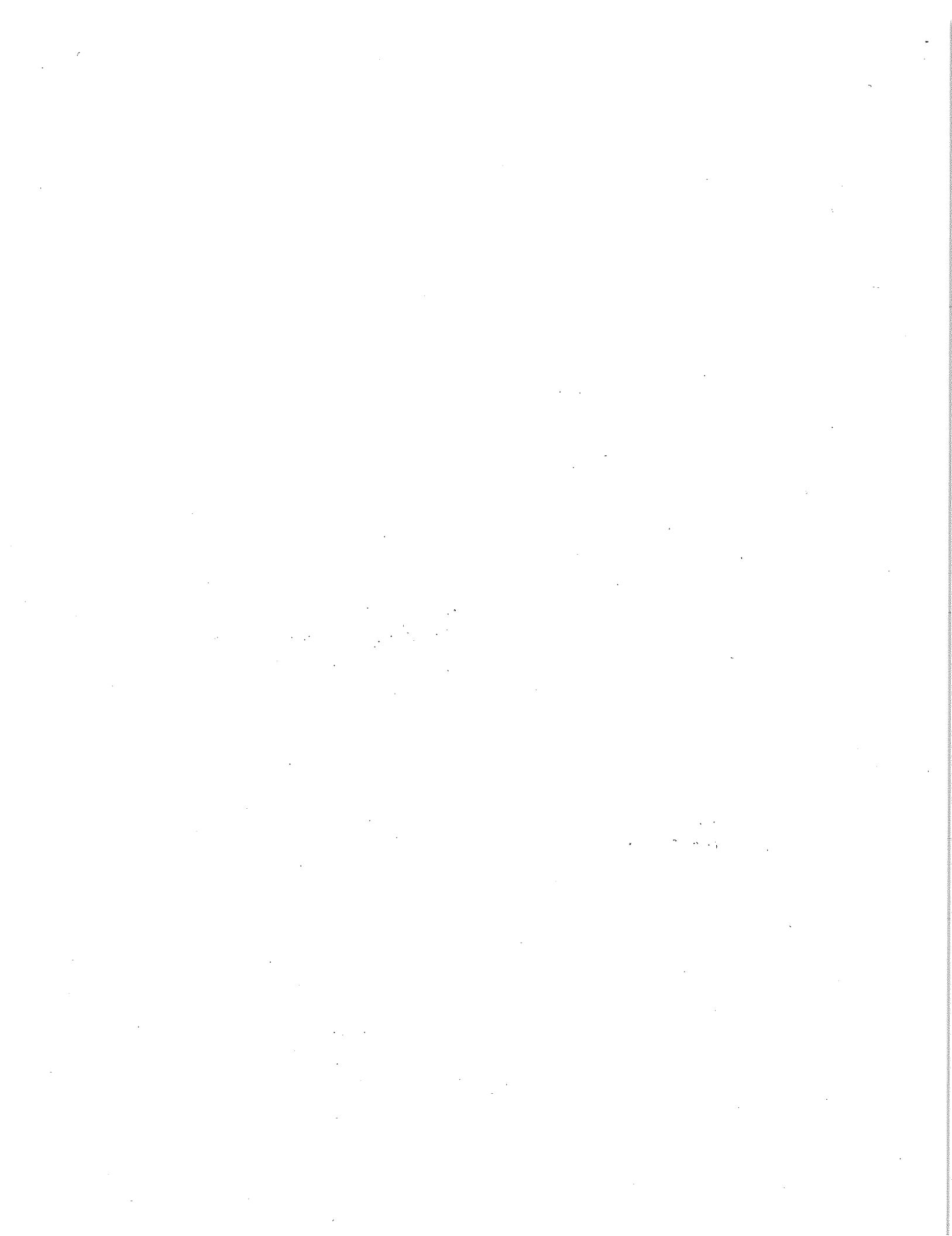
Robert A. Birmingham, Court Services Director  
Juvenile & Domestic Relations District Court

Wanda M. Gibson, Chief Technology Officer  
Department of Information Technology

David W. Bartee, Courts IT Director  
Court Technology Office

*This agreement does not supersede or delegate any responsibility/authority granted to the Chief Judges of the Circuit Court, the General District Court, or the Juvenile and Domestic Relations District Court by the Code of Virginia.*





***Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements***

**June 2016**

## ***Introduction***

The Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements is required as an attachment for information technology responses to Request for Proposal (RFP) processes initiated by Fairfax County. It is intended to assist Fairfax County with soliciting vendor responses that identify the requirements of the [Fairfax County Information Technology Security Policy](#). The clear identification of each element is required by Fairfax County in order to sustain and ensure a solid foundation for the development and implementation of secure information technology practices within Fairfax County Government. **Vendors with access to Fairfax County information resources are required to abide by all policies and procedures of Fairfax County Government.**

The RFP Security Matrix has been divided into four main sections. A response is required depending on the proposed solution/service provided by the vendor.

- **Section A** is to provide basic information regarding the proposed solution
- **Section B** is relevant to Cloud/Hosted services, or hybrid Cloud services, in which solution will be located in non-County datacenters.
- **Section C** is applicable to traditional on-premises solutions which will be located in Fairfax County datacenters under control by Fairfax County personnel.
- **Section D** requires responses regardless if solution is a cloud/hosted solution or traditional on-premises solution. This section covers general functional security capabilities inherent to the solution.

## ***How to Use the Security Template***

**Each section has multiple columns:**

### **1. Standard**

This section includes the requirement that needs to be addressed. It can take the form of a question or a statement.

### **2. Compliance**

The responder shall provide a high level response to the Standard. The answers can be YES, NO, And N/A. The responder should check one of the three boxes to indicate their solution's capability. Responders can provide a high level explanation of answers in the "Comments/Additional Information" section.

### **3. Comments/Additional Information**

In this section the responder should provide any additional information required to answer the question.

### **References:**

The Fairfax County Information Technology Security Policy and the HIPAA Security Standards. This vendor RFP template was based upon similar work approved for public distribution by the North Carolina Healthcare Information and Communications Alliance, Inc. (NCHICA) in August 2003.

**SECTION A: Please complete the following section for proposed CLOUD, HYBRID SERVICES, and ON-PREMISES SOLUTIONS**

	<b>DESCRIPTION OF PROPOSED SOLUTION</b>	<b>COMMENTS/ADDITIONAL INFORMATION</b>
A.1	Requesting County Agency:	
A.2	System Name/Title:	
A.3	Vendor/Developer:	
A.4	RFP Reference Number (if Applicable):	
A.5	Is proposed application or service a cloud-based or on-premises solution?	<input type="checkbox"/> Vendor-hosted <input type="checkbox"/> On-Premises <input type="checkbox"/> BOTH:
A.6	Please identify <b>server application</b> components supported to include software, middleware, authentication and user directory options, and third party supporting software or middleware.	<input type="checkbox"/> Web application <input type="checkbox"/> Database <input type="checkbox"/> Active Directory Integration <input type="checkbox"/> 3 <sup>rd</sup> -party middleware <input type="checkbox"/> Other Application <input type="checkbox"/> Windows Server OS <input type="checkbox"/> Unix/Linux  Please provide additional information below:
A.7	Please describe any <b>client application</b> components to include client software, and any third party supporting software or middleware for solution to function.	<input type="checkbox"/> Client application <input type="checkbox"/> Internet Explorer <input type="checkbox"/> Third-party Plugins  Please provide additional information below:
A.8	Does your product (e.g. solution, application, hardware) as proposed conform to the following County standards? <ul style="list-style-type: none"> <li>• <a href="#">Fairfax County Department of Information Technology Standards</a></li> <li>• <a href="#">Fairfax County Systems Development Life Cycle Standards</a></li> </ul>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
A.9	Please specify any database versions that support the application.	<input type="checkbox"/> Oracle <input type="checkbox"/> Microsoft SQL Server <input type="checkbox"/> Other <input type="checkbox"/> N/A  Please specify supported release versions and other additional information below:
A.10	Please specify any user access directory and external authentication requirements to support the application.	<input type="checkbox"/> Local application user directory <input type="checkbox"/> Active Directory <input type="checkbox"/> Other LDAP <input type="checkbox"/> N/A  Please provide additional information below:

**SECTION B: Please complete the following for proposed CLOUD/HOSTED OR HYBRID SERVICES**

	<b>STANDARDS</b>	<b>COMPLIANCE</b>	<b>COMMENTS/ADDITIONAL INFORMATION</b>
B.1	Payment Card Industry Data Security Standard (PCI-DSS) If applicable, is your organization and the proposed solution compliant with PCI-DSS? Provide evidence of industry certification of compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Provide additional information below:
B.2	Health Insurance Portability and Accountability Act (HIPAA) If applicable, is your organization and the proposed solution compliant with HIPAA? Provide evidence of industry certification of compliance or other relevant documentation, if available.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Provide additional information below:
B.3	Personally-Identifiable Information (PII) If applicable, is your organization and the proposed solution compliant with requirements to secure PII? Provide evidence of compliance, if applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Provide additional information below:
B.4	Does the organization maintain a formal information security program that identifies management, operational, and technical controls to ensure the confidentiality, integrity, and availability of information systems and data and validates those controls?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.5	Does organization maintain an active vulnerability management program to protect systems from known vulnerabilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.6	Does organization validate and test implemented security controls? Please describe methods whether through internal or third-party audits, vulnerability assessments, penetration testing, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

B.7	Does the organization's solution use strong cryptography and security protocols (for example, SSL/TLS, IPSEC, etc.) to safeguard information data during transmission between networks?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.8	Does the organization's proposed solution maintain a defense-in-depth security architecture incorporating intrusion detection, firewalls, and other network security monitoring and access control mechanisms?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.9	Does the organization provide adequate controls to protect against malicious code in hosted environment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please describe controls.
B.10	Does the organization protect data by implementing access control mechanisms to limit access to data to personnel whose job requires such access?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> ALT	Provide additional information below:
B.11	Does the proposed solution uniquely identify and authenticate all users?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.12	Does the organization protect data by implementing an auditing and systems monitoring program to identify and alert of unauthorized access or transactions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.13	Does the organization restrict physical access to systems housing customer data and is the access audited?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

B.14	Will County data be encrypted at rest in the proposed solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.15	Has the organization implemented data retention and disposal policies, procedures and processes to limit data storage amount and retention time to that which is required for legal, regulatory, and business requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.16	Does the organization maintain formal electronic data destruction procedures in the event of customer termination of contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.17	Are the data centers in which County data would reside located only in United States or its territories? If no, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.18	Are the organization's hosted application or resources maintained in a multi-tenant environment or platform in which County data is commingled with other entities, or dedicated infrastructure for County-specific resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.19	Does the organization maintain high availability of resources available to customers and document and define specific service availability level agreements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.20	Does the organization maintain an incident response plan including strategy for notifying customers in the event of a breach and compromise of customer information? Is this incident response plan regularly tested?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

B.21	Does the organization maintain a formal Business Continuity/Disaster Recovery Plan? Does organization perform regular exercises to test the effectiveness of the plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below
B.22	Does the organization maintain disaster recovery procedures to assist in preventing interruption of system use?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
B.23	Does the organization maintain cyber security risk insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below
B.24	Is the organization compliant with legal restrictions on the use of copyright material, ensuring that only software developed by the organization, or licensed or provided by the developer to the organization, is used?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below
B.25	Do all vendor employees and sub-contractors successfully complete a background investigation upon hire?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below

## SECTION C: Please complete the following for proposed ON-PREMISES SYSTEMS

	<b>STANDARDS</b>	<b>COMPLIANCE</b>	<b>COMMENTS/ADDITIONAL INFORMATION</b>
C.1	Payment Card Industry Data Security Standard (PCI-DSS) If applicable, is the solution compliant with PCI-DSS? Please provide evidence of industry certification of compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Provide additional information below:
C.2	Health Insurance Portability and Accountability Act (HIPAA) If applicable, is the solution compliant with HIPAA? Please provide evidence of industry certification of compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Provide additional information below:
C.3	Personally-Identifiable Information (PII) If applicable, is the solution compliant with requirements to secure PII? Provide evidence of compliance, if applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Provide additional information below:
C.4	Does the organization maintain an active vulnerability management program to identify and remediate vulnerabilities in the system/application which is implicated throughout the product lifecycle?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
C.5	Does the organization test and validate security controls implemented within the system/application? Please describe methods whether through internal or third-party audits, vulnerability assessments, penetration testing, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
C.6	Does the organization's application/system use strong cryptography and security protocols (for example, SSL/TLS, IPSEC, etc.) to safeguard information data during transmission?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
C.7	Does the proposed solution uniquely identify and authenticate all users (no anonymous access)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
C.8	Will County data be encrypted at rest in the proposed solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

C.9	Does the proposed system/application maintain built-in high-availability features?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
C.10	Does organization's proposed solution include disaster recovery features and recommended practices specific to the solution to allow for the continuation of operations in the event of a disaster?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
C.11	Is the organization compliant with legal restrictions on the use of copyright material, ensuring that only software developed by the organization, or licensed or provided by the developer to the organization is used for customer's systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

**SECTION D: Vendors must complete the following section for both CLOUD and ON-PREMISES SOLUTIONS**

	<b>GENERAL FUNCTIONAL SECURITY</b>	<b>COMPLIANCE</b>	<b>COMMENTS/ADDITIONAL INFORMATION</b>
	<b>Password Controls</b>		
D.1	Does the system enforce strong passwords to include minimum length and combination of alpha and numeric characters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Current Minimum: ____ Current Maximum: ____
D.2	Can user passwords be automatically changed or account disabled after a period of inactivity has passed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Current Change Interval: ____
D.3	Can system force users to change default passwords following the initial set up or resetting of the password?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.4	Can the system prevent auto logon, application remembering, embedded scripts, and hard-coded passwords in software?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.5	Does system maintain a history of previously used passwords to prevent reuse?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Current Value: ____
D.6	Does the system allow for users to change their own passwords at their discretion?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.7	Does the system disable accounts after a specified number of consecutive invalid login attempts?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Current # Attempts: ____
D.8	Does system automatically activate a session termination or lock if user remains idle or inactive for a determined period of time?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Default Auto logoff Time: ____
D.9	Are passwords entered in a non-display field to access application/system?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

D.10	Are passwords encrypted in storage and transmission? Please identify strategy to secure passwords to include encryption algorithm, key size, and use of salted and password hashing.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.11	Does system supports multi-factor authentication?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

	<b>APPLICATION TECHNICAL CONTROLS</b>	<b>COMPLIANCE</b>	<b>COMMENTS/PLANS FOR MEETING COMPLIANCE</b>
	<b>Security Administration</b>		
D.12	Does system log unauthorized access attempts by date, time, User ID, device and location?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.13	Does system maintain an audit trail of all security maintenance performed by date, time, User ID, device and location and information is easily accessible?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.14	Does system provide security reports of users and access levels?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.15	Does system maintain role-based group and user access control based on business functional requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.16	Does system provide the capability to place security controls on each system module and on confidential and critical levels within each module?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.17	Does system provide capability to restrict access to particular records within the system, based on User ID and groups?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.18	Is on-site training and sufficient supporting reference materials related to security administration available to provide to County if solution is selected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.19	Can system and security logs be archived and recalled as needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

	<b>APPLICATION TECHNICAL CONTROLS</b>	<b>COMPLIANCE</b>	<b>COMMENTS/ADDITIONAL INFORMATION</b>
	<b>Networking</b>		
D.20	Has the System configuration/architecture (i.e., hardware, wiring, display, network, and interface) been documented in proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.21	Does your solution require data transmission between multiple solution provider networks? For example, data transmission requirements between Fairfax County networks and vendor-controlled networks, or vendor and sub-contractor networks?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Describe methodology and requirements
D.22	Is there a requirement for vendor to access system remotely from the internet?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please describe remote access requirements and any built-in features.
D.23	For management and vendor support, can the system support secure remote access such as multi-factor authentication?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:
D.24	Is the system compatible with mainstream anti-virus and endpoint protection software?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please specify compatible products:
D.25	For web application security, has the vendor implemented controls in the proposed solution to protect against SQL injection, cross-site scripting, and other common attacks?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provide additional information below:

I certify that the above responses are true and accurate.

NAME OF OFFEROR: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Submission

Fairfax County DEPARTMENT OF INFORMATION TECHNOLOGY  
**IT Services Provider CONSULTANT/CONTRACTOR AGREEMENT**  
**CONCERNING ACCESS TO AND USE OF INFORMATION SYSTEMS and COMMUNICATIONS TECHNOLOGY AT FAIRFAX COUNTY, VIRGINIA**

I / this firm \_\_\_\_\_ working as a consultant/contractor/services provider for Fairfax County Government with access to county technology and communications systems, recognize my/our firm's legal and ethical obligation to conduct work on any Fairfax County information or communications system using computer hardware and devices, and/or software (programming languages, operating systems, databases, third party applications software (COTS) and Web based or 'cloud' applications), system utilities, security solutions, monitoring systems, and, data or voice communications software and electronics, Internet capabilities, etc. and county data/content herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT Security Policy and/or firm's contract. My/our purpose in using computer based technology is to perform work for Fairfax County which includes accessing Fairfax County systems through the Internet, and therefore we are subject to the standards, IT Security and Privacy policies, and ethics and behavior policies of Fairfax County Government. As a condition for and in consideration of being given access to computer systems, data, the network, internet, and, Fairfax County computer center(s), IT galleries, server rooms, network core facilities, third party hosting centers and 'clouds' where county services are provided or supported, I/we affirm that:

I/our firm possess the professional credentials that I or my firm has represented in being hired to perform my/our duty and assignments, and that I/our firm representatives have successfully passed a certifiable criminal background check.

I/our firm will not use Fairfax County technology systems or our firm's systems to access any information available or acquired from the technology systems for any reason except for purposes directly related to our (firm's) job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I/we will not use Fairfax County technology systems to disclose any information available or acquired from Fairfax County systems for any reason except for purposes directly related to my/my firm's contract and job assignments and responsibilities for such use as defined by DIT and contract(s). I/we understand that any work I/we perform for Fairfax County that develops systems, logic, or data is the property of Fairfax County, and I/we cannot take or send such products or data without express permission of appropriate Fairfax County authority. I/we will exercise due diligence in providing policy and oversight of our firm's contractors and sub-contractors. I/we understand that a user agency may ask me/ my firm to sign a separate agreement relating to the privacy and security of the information that a user agency administers, such as for HIPAA, PCI, PII, and/or other Data Privacy Cyber Security laws.

I/ our firm will use vendor provided software and/or utilities only in accordance with that vendor's license, and such provisions as may have been agreed to between such vendor and Fairfax County. I/we will not deliberately violate any copyright laws or agreements states or implied in my/our use of the software. I/we recognize that to do so makes me/my company liable for any applicable penalties and may lead to my/our firm's immediate dismissal from the County's engagement.

I/our firm further understands that the deliberate misuse of Fairfax County technology, data, and/or software which results in the change, damage or destruction of County systems, programs, and/or data is considered destruction of County property and may be considered a breach of contract and/or a criminal offense. I/we understand that our firm may be liable to include immediate release from the engagement for breach of the Fairfax County IT Security Policy, and possible prosecution for the actions of my/this firms actions in the destruction of County property, misuse or theft of classified (sensitive) data. I/we further understand and recognize that there are criminal penalties for deliberate misuse of government information.

**I/we have completely read and fully understand the terms of this agreement and accept these terms.**

---

Name of Firm

---

Firm's Consultant/Representative Signature

---

Date

---

Firm Authorized Representative

---

Date

**I acknowledging receipt of this agreement on behalf of Fairfax County, Virginia.**

---

Fairfax County IT Security Officer

**Employee Agreement Concerning the Support and Use of Information Systems and Communications Technology at Fairfax County, Virginia**

I, \_\_\_\_\_, working as an employee, consultant, volunteer or partner, with Fairfax County Government, have been granted an exception to IT Security Policy enabling permissions or access to IT systems or resources beyond the regular access provided to regular County users. I recognize my legal and ethical obligation to conduct my work on any Fairfax county information or communications system using computer hardware and/or software (programming languages, operating systems, databases, third party application software and databases (COTS), system utilities, security solutions, data or voice communications software and electronics), and the Internet and Web-based applications including WEB 2.0 and Social Media sites herein referred to as "technology", in a responsible and accountable manner in performance of my approved County duties, and will not abuse these privileges. I understand that my use of information technology is to perform work for Fairfax County Government business functions, and therefore I am subject to the county's technology standards, IT Security and Privacy policies, procedures, and ethics and behavior policies of Fairfax County Government, and any public law that governs use of technology.

As a condition for and in consideration of being given access to the information technology systems, equipment, and data, I agree that: I will not use Fairfax County technology systems to access any information available or acquired from the technology systems for any reason except for purposes related to my job assignments and responsibilities as defined by management for my assignments as required. I will not use Fairfax County technology systems to disclose any information available or acquired from the computer systems for any reason except for purposes directly related to my job assignments and responsibilities as defined by County IT and departmental policy. I understand that my agency may ask me to sign a separate agreement relating to the privacy and security of the information that my agency owns and administers. I also understand that I maintain no expectation of privacy in my use of Fairfax County Government information systems and that my activity may be monitored as deemed necessary to protection County information and systems.

I will use vendor provided software and/or utilities only in accordance with such provisions as may have been agreed to between the vendor/licensor and Fairfax County. I also recognize that when using Internet-based sites, I am not granted authorization to enter into contractual agreements on behalf of Fairfax County Government without authority, and understand that all internet activity originating from Fairfax County government systems is traceable. I will not deliberately violate any copyright laws or agreements as stated or implied in my use of technology. I recognize that to do so makes me personally liable for applicable penalties.

I further understand that the deliberate misuse of Fairfax County software, technology systems or assets which results in the change, damage or destruction of County systems, programs, and/or data is considered destruction of County property and may result in disciplinary action taken against me. Such disciplinary action may include dismissal or possible prosecution for destruction of County property. I further understand and recognize that there are criminal penalties for deliberate destruction of government property, misusing government information and for the improper use of government information.

I have completely read and fully understand the terms of this agreement and accept these terms.

---

Employee Signature

---

Date

(If not applicable, please initial here \_\_\_\_\_.)

## COMMONWEALTH OF VIRGINIA

Attachment D.1 - DC 30

## DRIVER'S LICENSE REINSTATEMENT FORM

- CITY OR COUNTY \_\_\_\_\_
- General District Court  
 Juvenile and Domestic Relations District Court  
 Circuit Court

## TO THE DIVISION OF MOTOR VEHICLES:

The below named defendant has  paid the fines and costs in full  entered into an installment or deferred payment plan for the following offense(s):

Full name of Defendant:

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE INITIAL \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Date of Birth: \_\_\_\_\_

OFFENSE	OFFENSE DATE	TRIAL DATE	DATE PAID OR OF LICENSE RESTORATION
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

DATE \_\_\_\_\_

FULL SIGNATURE OF CLERK/DEPUTY CLERK \_\_\_\_\_

INSTRUCTIONS: Present this form to the nearest Virginia DMV office in order to have your driving privilege reinstated, subject to any other applicable suspensions or revocations.

## Attachment D.2 – Cash Bonds Posted Sample

Fairfax Circuit Court

User: PCAUSS

Cash Bonds Posted

From 11/01/2016 12:00 AM to 12/16/2016 11:59 PM  
All Sub-Types for Misdemeanor/Infraction Case Type  
All Clerks

### New Bonds

Case	Bond No.	Posted Date	Amount	Defendant	Receipt No.	Receipt Date
MI-2016-0002490		11/09/2016	\$ 1,000.00	Juarez, Ludy A	699350	12/05/2016 01:29 PM
Total New Bonds: 1			\$1,000.00			

### Transferred Bonds

Case	Bond No.	Posted Date	Amount	Defendant	Receipt No.	Receipt Date
Total Transferred Bonds: 0			\$0.00			

### **List of Accounting Reports**

**(Reports in bold are used on a regular basis)**

#### **Morning Report**

- FASBR002
  - **Daily Receipt Register – used to verify daily receipts**
  - Day End Report by Clerk ID – unused
  - Receipt Number Summary – unused
  - Day End Report by Register – unused
  - Checks Sorted by Name – unused / always empty
  - Credit Cards Sorted by Name – unused / always empty
  - E-File Receipts Sorted by Name – unused / always empty
  - Paid Expense Receipts Sorted by Name – unused / always empty
  - Cash Reconciliation Worksheet - unused
- FMSBRDDED – Deeds Recorded – unused / always empty
- FMSBRNET – VIPNET Receipts Sorted by Name - unused
- FASBU003
  - New Accounts Listing – unused
  - Updates to Accounts – unused
  - Modifications to Accounts – unused
  - Receipts to Tax Accounts – unused / always empty
- FASBUFUS – Financial Update Summary – unused
- **FASBU004**
  - **Journal Voucher Register – Used to verify daily journal entry activity**
  - **Today's Bank deposits – Used to verify bank activity**
- **FASB005 – Daily Disbursements Register – Used to verify daily disbursements for all bank accounts**
- FASBU006
  - Individual Account Status Report – unused
  - Total Receivables – unused
- FASBJLD1 – Judgement Lien Docket – Individual Account Status Report – unused
- FASBU011
  - Local Revenue and Commission Report – unused
  - Report from the Clerk of Court – Receipts of Office – unused
  - Treasury Form 270 Deposit Certificate – unused
- **FORM 270 – Used for State & County Transmissions**
- FASBR007
  - Trial Balance Report – unused
  - Cash Balance Worksheet
- **FASBR012 – General Ledger Report – used every day to balance FMS to FCE; also used for various reports requiring either end of day or end of month General Ledger balances.**
- **FASBR044 – Check Book Register – used to verify accuracy of daily disbursements for all bank accounts.**

### Month End Reports

- FASBR029
  - Transfer of Excess Copier Fees Worksheet – unused because we have a copy we use every month
  - **General Ledger Report - used for various reports requiring end of month General Ledger balances.**
- **FASBR040**
  - **Month End Journal Voucher Register – used for reference**
  - **Month End Bank Deposit – use for reference**
- **FASBR041 – Month End Disbursement Register – used for reference**
- **FASBU042**
  - Month End Deeds of Partition and Conveyance – unused
  - **Distribution of Recordation Taxes Worksheet – used to verify FCE entries as well as reporting to Richmond**
  - DOA – Recordation Tax Certification – Deed of Trust or Mortgage Listing – unused
- **FASBR008 – all the following used for month end General Ledger reconciliations:**
  - Collections for Others
  - Civil Bonds
  - Escrow Accounts (Expungement account 509)
  - Court Fund Accounts (Interest Bearing Infant Settlements)
  - Refund Accounts
  - Condemnation Accounts (Interest Bearing)
  - Fiduciaries
  - Restitution Accounts
  - Law Deposit Accounts
  - Garnishments
- FASBU010
  - Delinquent Account Report – Restitution – unused
  - Schedule of Accounts Receivable by Age – unused

### Annual Reports

- **BR22 – Collection Ratio Report – Summarizes the collection of accounts receivables on a fiscal year-to-date basis.**
- **FASBR030 – Annual Report of Monies Under Control of the Clerk of the Circuit Court – used for annual MUCOT report given to the Chief Judge at year end.**
- **FASBR007 – Report of Financial Condition – used for annual Statement of Financial Condition sent to the Auditor of Public Accounts in Richmond at year end.**

### On Demand Reports

- **FASBR013 – Bank Reconciliations – used every day to balance BB&T bank balances with FMS bank balances.**

**FCE Reports (all of which are used on a regular basis)**

- End of Period Report – used for transmittals to the State and County at least twice a week
- Bank Reconciliation – used daily to reconcile BB&T bank balance to FCE bank balance
- Cash Drawer Balance – used by all cashiers during their daily closing process
- Check Register – used for reference
- Deposit Entry – used daily to provide deposit slip detail
- General Ledger Inquiry – used as reference for receipts, disbursements and journal entries.
- Collections Fee Report – used weekly for the 17% Collections Fee report sent to Virginia Taxation
- Collections Fee Summary
- Undisbursed Garnishments – used for month end General Ledger reconciliations
- Bond Reconciliation Report – used for month end General Ledger reconciliations
- State FMS Balance Report – used daily to balance FCE to FMS
- Transaction Detail Report – used for reference
- Trust Account Balance – used for month end General Ledger reconciliations
- Unclaimed Property Accounts – used during escheating unclaimed property
- Unclaimed Property Disbursements – used during escheating unclaimed property
- Receipts by Date – used for reference
- Receipts by Operator – used for reference
- Unapplied Receipts Accounts
- Undisbursed Restitution – used for month end General Ledger reconciliations
- Voided Receipts – used for reference
- Accounting Distribution – used daily to balance FMC to FCE
- Trust Ledger – used when reconciling Trusts, posting earned interest, and disbursing Trusts.

Please note – there are probably many other reports that are used by other sections within the Circuit Court that are not listed above. These are just the reports that we, in Accounting, use on a regular basis.

## Attachment D.4 – Undisbursed Restitution Sample

Fairfax Circuit Court				User: PCAUSS						
Undisbursed Restitution Report										
As of 12/21/2016										
All Case Types and Sub-Types										
Case	Party	Victim	Last Paid Date	Restitution	Interest	Total				
FE-1981-0033971	Dyson, Jeffrey Todd	***DO NOT DISBURSE***Unknown Victim	06/24/2016	\$750.00	\$0.00	\$750.00				
FE-1991-0068944	Tran, Xuan Thanh	Bank Of America P.O. Box 790087 St Louis, MO 63179-0087	12/08/2016	\$30.91	\$0.00	\$30.91				
FE-1991-0068944	Tran, Xuan Thanh	***BAD ADDRESS***Smith, Mary B No Address In File	12/08/2016	\$469.09	\$0.00	\$469.09				
FE-1993-0082831	Gibson, Deborah Denise	Elder Living Trust 5713 Corona Court Fort Collins, CO 80528	12/16/2016	\$100.00	\$0.00	\$100.00				
FE-1994-0083061	Bautista, Lilibeth G	Dove, William K II 14070 Brookman Road Somerset, VA 22972	12/08/2016	\$550.00	\$0.00	\$550.00				
FE-1994-0086102	Barker, Kelly Jo	Ted Britt Ford Inc 11165 Main Street Fairfax, VA 22030	12/14/2016	\$50.00	\$0.00	\$50.00				
FE-1995-0089198	Goodman Lockhart, Lori	Culmore Realty Co 11-6790 6031 Leesburg Pike Baileys Crossroads, VA 22041	12/09/2016	\$75.00	\$0.00	\$75.00				
FE-1995-0089198	Goodman Lockhart, Lori	The Hartford P.O. Box 958457 Lake Mary, FL 32795	12/09/2016	\$75.00	\$0.00	\$75.00				

## Attachment D.5 Victim Detail

Victim: Allan Tucker Sr.  
 Defendant: Brandon Tobias Smith  
 As of 12/16/2016 02:08 PM

	Restitution	Interest	Total
Total Assessed	13285.15	0.00	<b>13285.15</b>
Total Adjustment	-0.15	0.00	<b>-0.15</b>
Total	13285.00	0.00	<b>13285.00</b>
Total Paid	3290.00	0.00	<b>3290.00</b>
Balance	9995.00	0.00	<b>9995.00</b>
Total Available for Disbursement	0.00	0.00	<b>0.00</b>
Total Disbursed	3290.00	0.00	<b>3290.00</b>

Transaction	Amount	Entered	By	Approved By
Victim Restitution Assessment	13,285.15	07/29/2008	NDUNAW	
Victim Resituation Adjustment	-13,285.15	07/29/2008	NDUNAW	
Other-Conversion: wait till final order to put money in]				
Victim Resituation Adjustment	13,285.00	09/02/2008	NDUNAW	
Other-Conversion: restitution amount				
Case Payment / R-189257	-150.00	09/02/2008	NDUNAW	
Victim Restitution Disbursement / DM-35089	-150.00	09/10/2008	NDUNAW	
Case Payment / R-193948	-150.00	10/01/2008	MHAWK3	
Victim Restitution Disbursement / DM-36194	-150.00	10/10/2008	NDUNAW	
Void Disbursement (from original DM-36194)	150.00	12/01/2008	SATIAS	
Victim Restitution Disbursement / DM-37504	-150.00	12/01/2008	NDUNAW	
Case Payment / R-205668	-83.34	12/15/2008	NDUNAW	
Victim Restitution Disbursement / DM-38531	-83.34	01/07/2009	NDUNAW	
Case Payment / R-214839	-300.00	02/13/2009	MCASTR	
Victim Restitution Disbursement / DM-40315	-300.00	02/27/2009	NDUNAW	
Case Payment / R-227086	-200.00	04/17/2009	MCASTR	
Victim Restitution Disbursement / DM-42724	-200.00	04/24/2009	NDUNAW	
Case Payment / R-245161	-66.67	08/03/2009	NDUNAW	
Victim Restitution Disbursement / DM-46144	-66.67	08/07/2009	NDUNAW	
Case Payment / R-247186	-83.34	08/18/2009	MCASTR	
Victim Restitution Disbursement / DM-46551	-83.34	08/21/2009	NDUNAW	
Case Payment / R-273971	-150.00	01/29/2010	MCASTR	
Victim Restitution Disbursement / DM-51879	-150.00	02/25/2010	NDUNAW	
Case Payment / R-296830	-16.65	06/11/2010	MHAWK3	
Void Disbursement (from original DM-40315)	300.00	08/03/2010	KFRY01	
Victim Restitution Disbursement / DM-57143	-300.00	08/05/2010	KFRY01	

**Fairfax Circuit Court**

Criminal Case Ledger

FE-2008-0000156

**Smith, Brandon Tobias**

18.2-137 (F)		Destroy Private Property>\$999		
Fee	Action	Amount	Entered	Approved
109 Criminal Fine Interest, 56	Interest	2.30	4/8/2009	KFERNA
109 Criminal Fine Interest, 56	InterestAdjustment	3.67	6/18/2009	KFERNA
109 Criminal Fine Interest, 56	InterestAdjustment	1.99	7/1/2009	EROBI1
109 Criminal Fine Interest, 56	InterestAdjustment	1.22	7/9/2009	KFERNA
109 Criminal Fine Interest, 56	InterestAdjustment	76.66	11/23/2010	JCASTI
109 Criminal Fine Interest, 56	InterestAdjustment	1.07	11/30/2010	DWHIT1
109 Criminal Fine Interest, 56	CasePayment/ R-325410	-86.91	11/30/2010	MCASTR
109 Criminal Fine Interest, 56	InterestAdjustment	37.07	2/10/2012	PCUBAS
109 Criminal Fine Interest, 56	InterestAdjustment	2.01	1/3/2013	BJENS1
109 Criminal Fine Interest, 56	InterestAdjustment	3.12	6/10/2013	EROBI1
109 Criminal Fine Interest, 56	CasePayment/ R-498954	-28.41	7/23/2013	MCASTR
109 Criminal Fine Interest, 56	InterestAdjustment	0.35	9/9/2013	BJENS1
109 Criminal Fine Interest, 56	CasePayment/ R-507097	-14.14	9/9/2013	BJENS1
	Subtotal	0.00		
113 DNA Sample	Assessment	12.50	8/12/2008	MHAWK3
113 DNA Sample	CasePayment/ R-325410	-12.50	11/30/2010	MCASTR
	Subtotal	0.00		
120 Court Appt/ Public Defender Fee (State)	Assessment	445.00	4/13/2009	MHAWK3
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-325410	-445.00	11/30/2010	MCASTR
120 Court Appt/ Public Defender Fee (State)	Adjusted by JCASTI - Other-Conversion(Rev hearing dated 9/9/11.)	445.00	9/12/2011	JCASTI
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-408536	-30.00	3/9/2012	JUHRMA

**Fairfax Circuit Court****Criminal Case Ledger**

FE-2008-0000156

**Smith, Brandon Tobias**

<b>18.2-137 (F) Destroy Private Property&gt;\$999</b>				
<b>Fee</b>	<b>Action</b>	<b>Amount</b>	<b>Entered</b>	<b>Approved</b>
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-415294	-30.00	4/16/2012	NDUNAW
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-420385	-30.00	5/14/2012	MCASTR
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-426192	-30.00	6/15/2012	NDUNAW
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-431414	-30.00	7/17/2012	NDUNAW
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-437707	-30.00	8/20/2012	JUHRMA
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-441766	-30.00	9/12/2012	BJENS1
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-489774	-186.00	5/30/2013	MCASTR
120 Court Appt/ Public Defender Fee (State)	CasePayment/ R-491700	-49.00	6/10/2013	EROBI1
	Subtotal	0.00		
233 DNA	Assessment	12.50	8/12/2008	MHAWK3
233 DNA	CasePayment/ R-325410	-12.50	11/30/2010	MCASTR
	Subtotal	0.00		
234 Sheriff's Processing Fee (Felony)	Assessment	25.00	4/13/2009	MHAWK3
234 Sheriff's Processing Fee (Felony)	CasePayment/ R-325410	-25.00	11/30/2010	MCASTR
	Subtotal	0.00		
243 Local Criminal Justice Academy	Assessment	1.00	8/12/2008	MHAWK3
243 Local Criminal Justice Academy	CasePayment/ R-325410	-1.00	11/30/2010	MCASTR
	Subtotal	0.00		

**Fairfax Circuit Court**

Criminal Case Ledger

FE-2008-0000156

**Smith, Brandon Tobias**

<b>18.2-137 (F) Destroy Private Property&gt;\$999</b>				
<b>Fee</b>	<b>Action</b>	<b>Amount</b>	<b>Entered</b>	<b>Approved</b>
244 Sheriff's Courthouse Security Fee	Assessment	10.00	8/12/2008	MHAWK3
244 Sheriff's Courthouse Security Fee	CasePayment/ R-325410	-10.00	11/30/2010	MCASTR
	Subtotal	0.00		
407 Credit Card Fee	Assessment	12.00	1/29/2010	MCASTR
407 Credit Card Fee	CasePayment/ R-273972	-12.00	1/29/2010	MCASTR
	Subtotal	0.00		
450 Fixed Felony Fee	Assessment	350.00	8/12/2008	MHAWK3
450 Fixed Felony Fee	CasePayment/ R-192086	-30.00	9/22/2008	MHAWK3
450 Fixed Felony Fee	CasePayment/ R-196476	-30.00	10/17/2008	MHAWK3
450 Fixed Felony Fee	CasePayment/ R-325410	-290.00	11/30/2010	MCASTR
	Subtotal	0.00		
451 Fixed Felony Revocation Fee	Assessment	133.00	4/13/2009	MHAWK3
451 Fixed Felony Revocation Fee	CasePayment/ R-325410	-133.00	11/30/2010	MCASTR
451 Fixed Felony Revocation Fee	Adjusted by JCASTI - Other-Conversion(Rev hearing dated 9/9/11.)	158.00	9/12/2011	JCASTI
451 Fixed Felony Revocation Fee	CasePayment/ R-491700	-23.14	6/10/2013	EROBI1
451 Fixed Felony Revocation Fee	CasePayment/ R-493124	-4.47	6/18/2013	MCASTR
451 Fixed Felony Revocation Fee	CasePayment/ R-494151	-124.79	6/25/2013	MCASTR
451 Fixed Felony Revocation Fee	CasePayment/ R-507097	-5.60	9/9/2013	BJENS1
	Subtotal	0.00		
Fine	Assessment	0.00	8/12/2008	MHAWK3
	Subtotal	0.00		

**Fairfax Circuit Court**

Criminal Case Ledger

FE-2008-0000156

**Smith, Brandon Tobias**

**18.2-137 (F)**

**Destroy Private Property>\$999**

<b>Fee</b>	<b>Action</b>	<b>Amount Entered</b>	<b>Approved</b>
		<b>Offense Total</b>	<b>0.00</b>

**Fairfax Circuit Court****Criminal Case Ledger**

FE-2008-0000156

**Smith, Brandon Tobias****Restitution for Tucker, Allan Sr.**

Action	Amount	Entered	Approved
Original Assessment VR	13285.15	07/29/2008	NDUNAW
Adjustment of Unknown	-13285.15	07/29/2008	NDUNAW
Adjustment of Unknown	13285.00	09/02/2008	NDUNAW
Criminal Payment / R-189257	-150.00	09/02/2008	NDUNAW
Criminal Payment / R-193948	-150.00	10/01/2008	MHAWK3
Criminal Payment / R-205668	-83.34	12/15/2008	NDUNAW
Criminal Payment / R-214839	-300.00	02/13/2009	MCASTR
Criminal Payment / R-227086	-200.00	04/17/2009	MCASTR
Criminal Payment / R-245161	-66.67	08/03/2009	NDUNAW
Criminal Payment / R-247186	-83.34	08/18/2009	MCASTR
Criminal Payment / R-273971	-150.00	01/29/2010	MCASTR
Criminal Payment / R-296830	-16.65	06/11/2010	MHAWK3
Criminal Payment / R-325411	-300.00	11/30/2010	JUHRMA
Criminal Payment / R-348753	-200.00	04/08/2011	JUHRMA
Criminal Payment / R-376725	-40.00	09/09/2011	NDUNAW
Criminal Payment / R-403137	-150.00	02/10/2012	BJENS1
Criminal Payment / R-408537	-150.00	03/09/2012	JUHRMA
Criminal Payment / R-421296	-150.00	05/18/2012	JUHRMA
Criminal Payment / R-426193	-150.00	06/15/2012	NDUNAW
Criminal Payment / R-431415	-150.00	07/17/2012	NDUNAW
Criminal Payment / R-460844	-150.00	01/03/2013	BJENS1
Criminal Payment / R-481930	-150.00	04/18/2013	BJENS1
Case Payment / R-596003	-100.00	03/09/2015	MCASTR
Case Payment / R-628805	-100.00	09/28/2015	BGONZA
Case Payment / R-645110	-100.00	01/07/2016	BGONZA
Case Payment / R-658944	-100.00	03/31/2016	FPOWER
Case Payment / R-672950	-100.00	06/27/2016	JUHRMA
<b>Victim Total</b>		<b>9995.00</b>	

**Restitution for Garner, Leon**

Action	Amount	Entered	Approved
Original Assessment VR	1000.00	09/02/2008	NDUNAW
Criminal Payment / R-189256	-150.00	09/02/2008	NDUNAW
Criminal Payment / R-193947	-150.00	10/01/2008	MHAWK3
Criminal Payment / R-205667	-83.33	12/15/2008	NDUNAW
Criminal Payment / R-214838	-300.00	02/13/2009	MCASTR
Criminal Payment / R-227085	-200.00	04/17/2009	MCASTR
Criminal Payment / R-245159	-66.67	08/03/2009	NDUNAW
Criminal Payment / R-247185	-50.00	08/18/2009	MCASTR
<b>Victim Total</b>		<b>0.00</b>	

**Restitution for Tucker, Lila**

**Fairfax Circuit Court**

## Criminal Case Ledger

FE-2008-0000156

**Smith, Brandon Tobias**

Action	Amount	Entered	Approved
Original Assessment VR	1500.00	09/02/2008	NDUNAW
Criminal Payment / R-189255	-150.00	09/02/2008	NDUNAW
Criminal Payment / R-193946	-150.00	10/01/2008	MHAWK3
Criminal Payment / R-205666	-83.33	12/15/2008	NDUNAW
Criminal Payment / R-214837	-300.00	02/13/2009	MCASTR
Criminal Payment / R-227084	-200.00	04/17/2009	MCASTR
Criminal Payment / R-245158	-66.66	08/03/2009	NDUNAW
Criminal Payment / R-247187	-33.33	08/18/2009	MCASTR
Criminal Payment / R-247184	-83.33	08/18/2009	MCASTR
Voiding entry of Criminal Payment (5442835)	150.00	01/29/2010	DSINE1
Criminal Payment / R-273970	-150.00	01/29/2010	MCASTR
Criminal Payment / R-273973	-150.00	01/29/2010	MCASTR
Criminal Payment / R-296830	-283.35	06/11/2010	MHAWK3
<b>Victim Total</b>	<b>0.00</b>		

**Defendant Costs**

Costs	Amount	Entered	Approved
<b>Defendant Cost Total</b>	<b>0.00</b>		

**Bonds**

Bond Type	Action	Amount	Entered	Approved
PR		0.00	08/15/2011	DSINE1
	<b>Bond Total</b>	<b>0.00</b>		
Bond Type	Action	Amount	Entered	Approved
Surety		0.00	02/01/2008	DWHIT1
	<b>Bond Total</b>	<b>0.00</b>		

**Miscellaneous**

Fee	Receipt Number	Amount	Entered	Approved
315 Payment Petition	239653	10.00	07/01/2009	NDUNAW
515 Refund	487297	833.34	05/16/2013	PCAUSS
<b>Miscellaneous Total</b>			<b>843.34</b>	

**Collections History**

Offense/ Victim	Assessed	Adjusted	Balance	Court Fee Balance	Interest	Report Date	Orig Due Date	Reset Date	Reset By
18.2-137 (F)	0.00	0.00	326.00	0.00		1/15/2009	8/8/2008		
18.2-137 (F)	0.00	0.00	603.00	0.00		10/3/2011	9/9/2011		
18.2-137 (F)	0.00	0.00	393.00	0.00		11/19/2012	9/9/2011		

**Fairfax Circuit Court**

Criminal Case Ledger

FE-2008-0000156

**Smith, Brandon Tobias**

**Smith, Brandon Tobias Total: 9,995.00**

**Case Total: 9,995.00**

CURRENT DOCUMENT 99059442

LOCATION (CITY OR COUNTY): FAIRFAX	PLACE OF DEPOSIT: FAIRFAX	DATE 11/08/16	AGENCY NO. 113	FIPS NO. 059
DEPOSITED BY: JOHN T. FREY	COLLECTED BY: FAIRFAX CIRCUIT COURT	LINE COUNT: 32		

DEPOSIT CERTIFICATE  
THIS IS TO CERTIFY RECEIPT BY THIS BANK ON THIS DATE FROM THE AGENCY OF GOVERNMENT SHOWN ABOVE  
FOR DEPOSIT TO THE CREDIT OF THE TREASURER OF VIRGINIA, THE SUM OF \$499,876.28  
EXACTLY: \*\*\*\* FOUR HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS AND 28/100

COPY DISTRIBUTION	BANK STAMP 5136718217 BB&T BANK CODE: 2300	TELLER STAMP OR SIGNATURE BY: _____ DATE: _____
-------------------	---	---

DISTRIBUTION

AGENCY	DEPARTMENT	COST CTR	FUND CODE	REVENUE SOURCE	ITEM	AMOUNT
11300	20000		01000	4008112	PROCESS FEE	465.33
11300	20000		01000	4008113	COMMONWEALTH COSTS	2,961.38
11300	20000		01000	4008119	COMWLTH ATTY FEE	479.04
11300	20000		01000	4008120	COURT APPT ATTY FEE	5,043.94
11300	20000		01000	4008121	FAILURE TO APPEAR	198.97
11300	20000		01000	4008135	BAD CHECK/CREDIT	100.00
19900	19900	104	02040	4001035	PROJ: DCR71101	339.00
					VOF FEE	
11300	20000		01000	4001036	DEED PROCESSING FEE	14,380.00
11300	20000		01000	4001037	WILLS AND ADMIN.	11,038.50
11300	20000		01000	4001038	DEEDS OF CONVEYANCE	23,178.75
11300	20000		01000	4001039	DEEDS AND CONTRACTS	279,018.07
11300	20000		01000	4001049	WRIT TAX - CIVIL	810.00
11300	20000		01000	4002103	MARRIAGE LICENSE	1,205.00
99700	11300		07020	4007109	STATE INTEREST	2,246.99
99700	11300		07020	4008110	FINES & FORFEITURES	2,217.66
11700	05		02354	4008123	LEGAL AID FEE	1,314.00
19100	13100		09030	4008132	CICF	881.98
14000	10230		09750	4008140	DEJF/CVWF	262.71
20200	92130		02202	4008145	PROJ: LVA91112	1,672.50
					VSLF	
11300	20000		01000	4008147	INDIGENT ASSISTANCE	146.00
15700	10000		01000	4008397	CIRCUIT COURT CLERK'S FEES	70,468.94
15600	156		02200	4008104	SP EXP-TAG/CWP	387.50
11100	10000		09050	4008170	COURT TECH FUND	900.00
11300	20000		01000	4008181	JURY COSTS	249.38
16100	TAX		02310	4009406	TAX DEPARTMENT FEES	3,155.26
15700	10000		07080	4008106	TECHNOLOGY TRST FND	6,005.00
99700	11300		09530	4008107	DOAF	891.88
14000	10230		09404	4008143	CJAF	34.06
14000	10230		09120	4008195	DOMESTIC VIOLENCE FUND	26.47
76500	70000		09140	4002157	FATHER REGISTRY	200.00
99700	11300		09660	4008001	INTERNET CRIME AGAINST CHILD	68.47
50100	10015	95000001	09800	4001014	REGIONAL CONGESTION RELIEF FEE	69,529.50

I HEREBY CERTIFY THAT THE ABOVE INCLUDES STATE MONEY COLLECTED THRU NOVEMBER 07, 2016 AND DEPOSIT IS MADE WITHOUT DEDUCTION. | \$499,876.28

DATE: 2016

CLERK'S SIGNATURE: \_\_\_\_\_  
CONTACT: NELSON L. KNOTT 703-246-4126

# Attachment D.8 – Cash Drawer Close Out Report Sample

Fairfax Circuit Court

User: MCGARTH

## Cash Balance Report

From 12/16/2016 12:00 AM to 12/16/2016 11:59 PM  
For cash drawer(s): MERCEDES CASTRO

		Count	Reported	Difference
<b>Tally currency and change</b>				
\$100	3	300.00		
\$50	0	0.00		
\$20	24	480.00		
\$10	0	0.00		
\$5	0	0.00		
\$1	2	2.00		
<b>Change</b>		<b>0.00</b>		
Cash:		782.00	✓	782.00
Check:		0.00		0.00
Cashiers Check:		0.00		0.00
Money Order:		275.00	✓	275.00
Credit Card:		33.28	✓	33.28
Debit Card:		0.00		0.00
E-Payment:		0.00		0.00
Total:		1,090.28		1,090.28
Over/Short Entries:				0.00
Direct Deposit:				0.00
Transfers:				0.00
Grand Total:				1,090.28
				Balanced
<b>Receipts</b>		<b>Cash</b>	<b>Transfers</b>	<b>Direct Deposits</b>
Criminal/Juv. Payments		1,047.00	0.00	0.00
Miscellaneous Receipts		43.28	0.00	0.00
<b>Totals:</b>		<b>1,090.28</b>	<b>0.00</b>	<b>0.00</b>
				Total Receipts: 1,090.28
				Victim Restitution in Total Receipts: 730.95
<b>Disbursements</b>		<b>Cash</b>	<b>Transfers</b>	<b>Direct Deposits</b>
		Totals:	0.00	0.00
				Total Disbursements: 0.00

Prepared by: Mercedes Castro Date: 12-16-16

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Deposited by: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment D.9 – Overdue Processing Report Sample

**Overdue Processing Results Report**  
Run By: MGOOD2 At: 12/01/2016 06:55 AM

### Offense Collections

Defendant Name	Case Number	Failure Type	Overdue Step	Charge	
Bethea, Murray Delontae	FE-2009-0000573	FTP	Other	18.2-172 Forgery	Plate: NONE State: NONE
				Offense Forgery, Collection Date: 12/01/2016 08:52 AM	
Farmer, Walter	FE-2016-0000516	FTP	Other	18.2-258.1 (F6a) OBTAIN PRESCRIPT BY FRAUD/ETC.	Plate: NONE State: NONE
				Offense OBTAIN PRESCRIPT BY FRAUD/ETC., Collection Date: 12/01/2016 08:52 AM	
Gibson, Michael Maurice	FE-2006-0000311	FTP	Other	18.2-472.1 (F) Fail to Register as Violent Sex Offender	Plate: NONE State: NONE
				Offense Fail to Register as Violent Sex Offender, Collection Date: 12/01/2016 08:52 AM	
Gibson, Michael Maurice	FE-1998-0094773	FTP	Other	18.2-370.1 (F) Class 6 Indecent Liberties-Custodial	Plate: NONE State: NONE
				Offense Indecent Liberties-Custodial, Collection Date: 12/01/2016 08:52 AM	
Hammer, Kevin David	FE-2009-0000673	FTP	Other	18.2-172 (Forgery- Utter/Deliver) Uttering/Delivering Forged Check	Plate: NONE State: NONE
				Offense Uttering/Delivering Forged Check, Collection Date: 12/01/2016 08:52 AM	
Jallow, Wilma F	MI-2007-0001482	FTP	Other	19.2-128 (C) (M) Fail to Appear	Plate: NONE State: NONE
				Offense Fail to Appear, Collection Date: 12/01/2016 08:52 AM	
Jallow, Wilma F	MI-2007-0001481	FTP	Other	18.2-272 (2nd) Driving on Suspended/Revok ed License, 2nd	Plate: NONE State: NONE
				Offense Driving on Suspended/Revoked License, 2nd , Collection Date: 12/01/2016 08:52 AM	
Kellum, Ernesto Troy	FE-2016-0000414	FTP	Other	18.2-250 (Fa) DRUGS: POSSESS SCH I OR II	Plate: NONE State: NONE
				Offense DRUGS: POSSESS SCH I OR II, Collection Date: 12/01/2016 08:52 AM	
Lawrence, Stephanie Smith	FE-2006-0001573	FTP	Other	18.2-172 (Forgery- Utter/Deliver) Uttering/Delivering Forged Check	Plate: NONE State: NONE
				Offense Uttering/Delivering Forged Check, Collection Date: 12/01/2016 08:52 AM	
Maniraguha, Yvan	MI-2016-0001436	FTP	Other	46.2-852 (M1) RECK DR; ENDANG LIFE/LIMB/PROP	Plate: NONE State: NONE
				Offense RECK DR; ENDANG LIFE/LIMB/PROP, Collection Date: 12/01/2016 08:52 AM	
Megale, Matthew Joseph	FE-2016-0000353	FTP	Other	18.2-250 (Fa) DRUGS: POSSESS SCH I OR II	Plate: NONE State: NONE
				Offense DRUGS: POSSESS SCH I OR II, Collection Date: 12/01/2016 08:52 AM	
Sanata, Justin Ryan	MI-2016-0001386	FTP	Other	46.2-862 (M1a) RECK DR; SPEEDING 20MPH+	Plate: NONE State: NONE

## Attachment D.10 Criminal Exhibit Report Sample

**Fairfax Circuit Court**

User: PCAU!

Exhibits Summary

Case: FE-2016-0000169

Number	Description	Result	Storage Location Property Item Number	Destroy Notification Date	Destroy or Return Date
CW#01	Photo of vehicle	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		
CW#02A-L	Photos - victim wounds	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		
CW#03	Bag - victim t-shirt	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		
CW#04	Bag - victim sweatshirt	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		
CW#05	Bag - gun shot residue kit	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		
CW#07A-N	Photos - crime scene	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		
CW#08	Diagram	ADMITTED	W-4	9/9/2016	
			Assigned To: Commonwealth Attorney		

05 ARI00-CRT-ECS-TRANSACTION-CODE	PIC X(05).
05 ARI00-CRT-ACCOUNT-IDENTIFIER.	
10 ARI00-CRT-PRIMARY-SSN-KEY.	
15 ARI00-CRT-PRI-SSN	PIC 9(09).
15 ARI00-CRT-DUP-NUMBER	PIC 9(01).
10 ARI00-CRT-STARS-ID	PIC X(01).
05 ARI00-CRT-ACCOUNT-IDENTIFIER-R	REDEFINES
ARI00-CRT-ACCOUNT-IDENTIFIER.	
10 ARI00-ACCOUNT	PIC 9(09).
10 ARI00-ACCT-YEAR	PIC 9(02).
05 ARI00-CRT-SYSTEM-DATE	PIC X(08).
05 ARI00-CRT-SYSTEM-TIME	PIC X(06).
05 ARI00-CRT-ECS-NAME	PIC X(50).
05 ARI00-CRT-DBA	PIC X(40).
05 ARI00-CRT-ADDRESS-1	PIC X(40).
05 ARI00-CRT-ADDRESS-2	PIC X(40).
05 ARI00-CRT-CITY	PIC X(20).
05 ARI00-CRT-STATE	PIC X(02).
05 ARI00-CRT-ZIPCODE	PIC X(09).
05 FILLER	PIC X(03).
05 ARI00-CRT-PHONE-NUMBER	PIC X(10).
05 ARI00-CRT-HOME-PHONE	PIC X(10).
05 ARI00-CRT-OTHER-PHONE	PIC X(10).
05 ARI00-CRT-DOB	PIC X(08).
05 FILLER	PIC X(11).
05 ARI00-CRT-BANKRUPT-FLAG	PIC X(01).
05 FILLER	PIC X(29).
05 ARI00-BACKLOG-FLAG	PIC X(01).
05 FILLER	PIC X(10).
05 ARI00-FLAG-1	PIC X(01).
05 ARI00-FLAG-2	PIC X(01).
05 ARI00-RESIDENT-FLAG	PIC X(01).
05 ARI00-FLAG-4	PIC X(01).
05 ARI00-CRT-ALT-INDEX	PIC X(20).
05 FILLER	PIC X(157).
05 ARI00-CRT-PROGRAM-ID	PIC X(07).

05 ARI01-CRT-ECS-TRANSACTION-CODE PIC X(05).
05 ARI01-CRT-ACCOUNT-IDENTIFIER.
10 ARI01-CRT-PRIMARY-SSN-KEY.
15 ARI01-CRT-PRI-SSN PIC 9(09).
15 ARI01-CRT-DUP-NUM PIC 9(01).
10 ARI01-CRT-STARS-ID PIC X(01).
05 ARI01-CRT-ACCOUNT-IDENTIFIER-R REDEFINES ARI01-CRT-ACCOUNT-IDENTIFIER.
10 ARI01-CRT-ACCOUNT PIC 9(09).
10 ARI01-CRT-ACCT-YEAR PIC 9(02).
05 ARI01-CRT-SYSTEM-DATE PIC X(08).
05 ARI01-CRT-SYSTEM-TIME PIC X(06).
05 ARI01-CRT-HEARING-BEG-PRD PIC X(06).
05 ARI01-CRT-DEBT-TYPE PIC X(02).
05 ARI01-CRT-SOURCE-SYSTEM-XREF.
10 ARI01-CRT-FIPS-CODE PIC X(04).
10 ARI01-CRT-CASE-NUMBER PIC X(12).
10 FILLER PIC X(04).
05 ARI01-CRT-ALTERNATE-KEY.
10 ARI01-CRT-FIPS-CODE-ALT PIC X(04).
10 ARI01-CRT-CASE-NUMBER-ALT PIC X(12).
10 FILLER PIC X(04).
05 ARI01-CRT-HEARING-END-PRD PIC X(06).
05 ARI01-INTEREST-DUE-DATE PIC X(08).
05 FILLER PIC X(19).
05 ARI01-CRT-CASE-NUMBER2 PIC X(12).
05 ARI01-CRT-HEARING-DATE PIC X(08).
05 FILLER PIC X(01).
05 ARI01-CRT-CASE-TYPE PIC X(01).
05 FILLER PIC X(02).
05 ARI01-CRT-CLAIMED-AMOUNT PIC S9(09)V99 SIGN LEADING SEPARATE.
05 ARI01-CRT-INTEREST PIC S9(09)V99 SIGN LEADING SEPARATE.
05 FILLER PIC X(88).
05 ARI01-CRT-ACCRUED-INT PIC S9(09)V99 SIGN LEADING SEPARATE.
05 FILLER PIC X(11).
05 ARI01-CRT-ORIGINAL-AMOUNT PIC S9(09)V99 SIGN LEADING SEPARATE.
05 ARI01-CRT-BILL-NAME PIC X(34).
05 FILLER PIC X(01).
05 ARI01-CRT-BILL-STATUS PIC X(01).
05 ARI01-CRT-BILL-STATUS-DETAIL PIC X(02).
05 ARI01-CRT-ENTERED-DATE PIC X(08).
05 ARI01-CRT-INTEREST-DATE PIC X(08).
05 FILLER PIC X(1).

05 ARI01-CRT-RESTITUTION-AMOUNT	PIC S9(09)V99
SIGN LEADING SEPARATE.	
05 FILLER	PIC X(1).
05 ARI01-CRT-RESTITUTION-INT-AMT	PIC S9(09)V99
SIGN LEADING SEPARATE.	
05 FILLER	PIC X(1).
05 ARI01-CRT-FEE	PIC S9(09)V99
SIGN LEADING SEPARATE.	
05 FILLER	PIC X(1).
05 ARI01-CRT-RESTITUTION-INT-DATE PIC X(08).	
05 FILLER	PIC X(121).
05 ARI01-CRT-PROGRAM-ID	PIC X(07).



**SET-OFF FILE LAYOUT  
FAIRFAX CIRCUIT COURT  
VIRGINIA VERSION**

Submitted at least once each year. (Usually late November)

**File: NEW-CLAIM-UPDATE CLAIM -<AGENCY NUMBER>.TXT**

**351059000**

This file is sent from the Setoff Agency to TAX to submit new claims or to update existing claims (changes, deletes, or reinstates).

Field Name	Start Position	End Position	Length	Required	Description
Claim Number <b>Leave Blank</b>	1	8	8	Yes/No	This number is assigned by TAX to uniquely identify the claim. When you submit new claims to TAX this field must be blank. When you submit updates to existing claims, this field is required. This is a numeric field.
Filler	9	9	1		The filler is a pipe.
Claim Name <b>LAST FIRST MI SFX</b>	10	49	40	Yes	Claimant name. For business debts, the preferred format is the legal business name or trading as name. For individual debts the format is Last name, First Name and Middle initial format. Please separate each name with a space. Suffixes may be included in this field, if applicable.
Filler	50	50	1		The filler is a pipe.
Agency Number <b>351059000</b>	51	59	9	Yes	This is your setoff agency number assigned by TAX. This field is numeric. For state agencies this number will only contain 7 digits and should be left justified.
Filler	60	60	1		The filler is a pipe.
Party Number Agency Information	61	100	40	No	<b>Text entered by Setoff Agencies for the purpose of</b>

Case Number					<b>identifying your.</b> This information is not used by TAX.
Field Name	Start Position	End Position	Length	Required	Description
Filler	101	101	1		The filler is a pipe.
Update Action <b>A</b>	102	102	1	Yes	Identifies the requested action to be taken on a claim; <b>A</b> = add a new claim; <b>C</b> = change to an existing claim; <b>D</b> = delete a claim; and, <b>R</b> = reinstate a claim.
Filler	103	103	1		The filler is a pipe.
External ID Indicator <b>S</b>	104	104	1	Yes	Must be S for SSN or F for FEIN (federal employer identification number). <b>This is a numeric field.</b>
Filler	105	105	1		The filler is a pipe.
External ID (SSN/FEIN) <b>Soc. Sec. #</b>	106	114	9	Yes	The debtor's SSN or FEIN depending upon the SSN/FEIN indicator setting.
Filler	115	115	1		The filler is a pipe.
Claim Year <b>2007</b> (The next Calendar Year)	116	119	4	Yes	The calendar year this claim is being submitted for. The format is "YYYY".
Filler	120	120	1		The filler is a pipe.
Claim Amount "Overdue" Amount (Fines & Fees only)	121	134	14	Yes	The amount of the claim. The number will be right justified and either blank or zero filled with a decimal point and two digits right of the decimal (e.g., "bbbbbb12345.67" where "b" represents a blank, or "00000012345.67"). This amount should be a positive amount. If the decimal point is not included in your submission, our system will assume a whole number. In other words 3000 = \$3000.00 whereas 30.00 = 30.00.

## Attachment D.14 – Setoff Debt File Layout

Filler	135	184	50		This filler 1 pipe and 49 spaces. This will be used to accommodate any future changes
Field Name	Start Position	End Position	Length	Required	Description
Record Type <b>B</b>	185	185	1	Yes	This field value should be set to “ <b>B</b> ” when you submit new claim, or set to “ <b>D</b> ” when you submit updates to an existing claim.

# Attachment D.15 – Civil Domestic & Law Coversheets

**Fairfax County Circuit Court  
DOMESTIC CASE COVERSHEET**

**PLEASE COMPLETE ALL SHADED AREAS**

<b>COMPLAINANT</b>			<b>DEFENDANT</b>		
Name:			Name:		
Street:			Street:		
City: _____ State: _____ Zip: _____		City: _____ State: _____			
Phone Number: (      ) <input type="checkbox"/> Complainant Proceeding Without Counsel. E-mail Address: _____			Phone Number: (      ) E-mail Address: _____		

**ATTORNEYS**

<b>COMPLAINANT ATTORNEY</b>			<b>DEFENSE ATTORNEY</b>		
BAR ID: _____			CROSS-BILL DATE: _____		
FIRM: _____			BAR ID: _____		
			FIRM: _____		
Name: _____			Name: _____		
Street: _____			Street: _____		
City: _____ State: _____ Zip: _____		City: _____ State: _____ Zip: _____			
Phone Number: (      ) E-mail Address: _____			Phone Number: (      ) E-mail Address: _____		

**DATE OF SEPARATION:** \_\_\_\_\_

(Check all that apply):

<input type="checkbox"/> <b>TOTALLY UNCONTESTED</b> (custody, support and property issues resolved OR no custody, property or support issues)	<input type="checkbox"/> <b>CONTESTED PROPERTY OR SUPPORT ISSUES</b>  <input type="checkbox"/> <b>CONTESTED CUSTODY ISSUES</b>	<b>OTHER:</b>  <input type="checkbox"/> <b>DIVORCE</b>  <input type="checkbox"/> <b>ANNULMENT</b>  <input type="checkbox"/> <b>SEPARATE MAINTENANCE</b>
<input type="checkbox"/> <b>ORE TENUS</b> (planning to file a Request for Ore Tenus hearing)		
<input type="checkbox"/> <b>DEPOSITION</b>		
<b>RE-OPEN – DOMESTIC ISSUES</b>	Please reflect original Chancery case Number CH_____	<input type="checkbox"/> <b>Other</b> _____
<b>REQUESTED SERVICE:</b> <input type="checkbox"/> <b>SHERIFF</b> <input type="checkbox"/> <b>SPECIAL PROCESS SERVER</b> <input type="checkbox"/> <b>ACCEPTANCE</b> <input type="checkbox"/> <b>PUBLICATION</b> <input type="checkbox"/> <b>WAIVER</b> <input type="checkbox"/> <b>NO SERVICE AT THIS TIME</b>	<b>SERVICE DATE/TYPE</b>	

# Attachment D.15 – Civil Domestic & Law Coversheets

## FAIRFAX CIRCUIT COURT CIVIL CASE COVERSHEET

**Parties:**

Plaintiffs	Defendants
1.	1.
2.	2.
3.	3.

\*Plaintiff proceeding without Counsel – Address and Daytime Phone Number required on Complaint

**Plaintiff Attorney:**

Name:	Bar ID:	
Firm:		
Street:		
City:	State:	Zip:
Phone Number:	Fax Number:	
E-mail Address:		

**Nature of Complaint (Check only one)**

**\* Cases in the Civil Tracking Program**

<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Defamation *	<input type="checkbox"/> Malpractice – Medical *
<input type="checkbox"/> Affirmation of Marriage	<input type="checkbox"/> Delinquent Taxes *	<input type="checkbox"/> Mechanics/Vendors Lien *
<input type="checkbox"/> Aid & Guidance	<input type="checkbox"/> Eminent Domain	<input type="checkbox"/> Partition *
<input type="checkbox"/> Appeal Decision of Board of Zoning	<input type="checkbox"/> Encumber/Sell Real Estate	<input type="checkbox"/> Personal Injury – Assault *
<input type="checkbox"/> Appeal of Process/Judicial Appeal	<input type="checkbox"/> Erroneous Assessments	<input type="checkbox"/> Personal Injury – Auto *
<input type="checkbox"/> Appointment Church/Organization Trustees	<input type="checkbox"/> Expungement	<input type="checkbox"/> Personal Injury – Emotional *
<input type="checkbox"/> Arbitration	<input type="checkbox"/> False Arrest/Imprisonment*	<input type="checkbox"/> Personal Injury – Premises Liability*
<input type="checkbox"/> Attachment	<input type="checkbox"/> Fiduciary/Estate Complaint	<input type="checkbox"/> Property Damage*
<input type="checkbox"/> Complaint – Equity *	<input type="checkbox"/> Garnishment–Federal–180 days	<input type="checkbox"/> Products Liability*
<input type="checkbox"/> Complaint – Legal Cause of Action *	<input type="checkbox"/> Garnishment–Wage–180 days	<input type="checkbox"/> Quiet Title *
<input type="checkbox"/> Compromise Settlement	<input type="checkbox"/> Garnishment–Other – 90 days	<input type="checkbox"/> Real Estate *
<input type="checkbox"/> Condemnation*	<input type="checkbox"/> Guardian/Conservator Adult	<input type="checkbox"/> Restoration of Driving Privilege
<input type="checkbox"/> Confession of Judgment	<input type="checkbox"/> Guardianship/Minor	<input type="checkbox"/> Vital Record Correction
<input type="checkbox"/> Construction *	<input type="checkbox"/> Injunction	<input type="checkbox"/> Writ Habeas Corpus
<input type="checkbox"/> Contract *	<input type="checkbox"/> Interpleader	<input type="checkbox"/> Writ Mandamus
<input type="checkbox"/> Conversion*	<input type="checkbox"/> Insurance *	<input type="checkbox"/> Wrongful Death*
<input type="checkbox"/> Court Satisfaction of Judgment	<input type="checkbox"/> Judicial Review	<input type="checkbox"/> Wrongful Discharge *
<input type="checkbox"/> Declare Death	<input type="checkbox"/> Malicious Prosecution *	<input type="checkbox"/> OTHER:
<input type="checkbox"/> Declaratory Judgment *	<input type="checkbox"/> Malpractice – Legal *	

Damages in the amount of \$ \_\_\_\_\_ are claimed.

## Attachment D.15 – Civil Domestic & Law Coversheets

**Requested Service:**  Sheriff     Private Process Server     DMV     Secretary of Commonwealth  
 State Corporation Commission     Publication     No Service at this time

# Attachment D.16 – Two Year Docket Report

## 2 YEAR DOCKET

Date Selected: 01/01/2016

*- Roll Case Confession of Judgment*

CASE NUMBER	FILING DATE	CASE TITLE	CASE SUBTYPE	STATUS
CH-1995-0138551	03/10/1995	Stephanie A Wolfe vs. Ronald D Wolfe	Other Chancery	Remanded from Court of Appeals
CH-2002-0181660	12/05/2002	Carl Friedrich vs. Christine Friedrich	Contested Divorce	Reopened
CH-2003-0184143	05/19/2003	Demetrius C Toler Jr vs. Lesley A Toler	Divorce Uncontested	Reopened
CH-2004-0193048	11/15/2004	Evelyn Ettridge vs. Timothy Ettridge, et al.	Partition	Reopened
CH-2004-0193226	11/24/2004	Khosrow Taher, et al. vs. Amir Mahmoud Jahani, et al.	Declaratory Judgment	Pending
CH-2005-0000370	01/31/2005	George A Arkwright, et al. vs. Coker Properties LC, et al.	Other Chancery	Pending
CH-2005-0000854	02/25/2005	Weldom V Newsome vs. Commonwealth of Virginia	Expungement	Pending
CH-2005-0000931	03/02/2005	Pamela W Hopkins vs. Richard Bradley Hopkins	Divorce	Reopened
CH-2005-0001487	03/30/2005	Juan Quispe vs. Henry Fitzgerald, et al.	Other Chancery	Reopened
CH-2005-0005119	11/08/2005	William E Shoup vs. Angula L Mitchell	Declaratory Judgment	Reopened ?
CL-1992-0415335	05/21/1992	Harold O Miller vs. John J Moorcones	Contract	Reopened
CL-2000-0188471	05/26/2000	Blake Constr Co Inc Poole Etc vs. Upper Occoquan Sewage Authority	Contract	Closed Pending Clerk Action
CL-2004-0222363	04/21/2004	Robert Corlew vs. Richard M Childress	Contract	Closed Pending Clerk Action
CL-2004-0224038	06/30/2004	Justice Federal Credit Union vs. Paul R Daniels	Contract	Closed Pending Clerk Action
CL-2005-0007562	12/09/2005	Donald Earl Myers vs. Silver Spring Ambulance Service Inc	Personal Injury-Auto	Reopened
CL-2006-0000202	01/06/2006	Reico Distributors vs. Ideal Woodworking Inc, et al.	Confession of Judgment	Closed Pending Clerk Action
CL-2006-0000940	01/25/2006	Cameron F Brach vs. Jennifer L Brach	Divorce Contested	Remanded to JDR Court
CL-2006-0001181	01/30/2006	Miguel Barrera vs. Holly Ann Barrera	Divorce Uncontested	Remanded to JDR Court
CL-2006-0001279	02/01/2006	Cadle Company II Inc vs. Herbert D Bates	Complaint-Legal Cause of Action	Closed Pending Clerk Action
CL-2006-0001347	02/01/2006	In Re: Nina Scrivener	Guardian/Conservator -	Reopened

## Performance Measures – Case Tracking

**DCTP Law Track - Cases completed within 12 months of filing date**

<b><u>Fiscal Year Covered</u></b>	<b><u># of Cases Filed</u></b>	<b><u># of Cases Final</u></b>	<b><u>%</u></b>	<b><u>Date Submitted</u></b>
7/01/00 – 6/30/01	FY2002	3842	3250	84.59% 8/27/02
7/01/01 – 6/30/02	FY2003	4235	3660	86.4% 8/22/03
7/01/02 – 6/30/03	FY2004	3936	3173	80.6% 7/14/04
7/01/03 – 6/30/04	FY2005	3044	2825	92.8% *10/13/05 *Submitted late due to new case management system – Performance Measures Report initially not working JSI had to modify.
7/01/04 – 6/30/05	FY2006	2821	2301	81.56% 8/28/06
7/01/05 – 6/30/06	FY2007	3164	2536	80.18 8/21/07
7/01/06 – 6/30/07	FY2008	3136	2640	84.1% 9/11/08 to DMB
7/01/07 – 6/30/08	FY2009	3928	3363	85.6% 8/21/09 to Barb
7/01/08 – 6/30/09	FY2010	4688	4105	87.5% 8/23/10 to Barb
7/01/09 – 6/30/10	FY2011	5200	4724	90.8% 8/9/11 to Barb
7/01/10 – 6/30/11	FY2012	4444	4060	91.3% 8/28/12 to Barb
7/01/11 – 6/30/12	FY2013	3500	3035	86.7% 9/4/13 to Gerarda
7/01/12 – 6/30/13	FY2014	2885	2482	86.0% 9/9/14 to Gerarda
7/01/13 – 6/30/14	FY2015	2497	2176	87.1% 8/31/15 to Gerarda

## Attachment D.18 – DCTP Domestic Report

### DCTP Domestic Track - Cases completed within 15 months of filing date

<b>Dates Covered For Fiscal Year</b>		<b># of Cases Filed</b>	<b># of Cases Final</b>	<b>%</b>	<b>Date Submitted</b>
4/01/03 – 6/30/04	FY2005	5255	5049	96%	*10/12/05
*Submitted late due to new case management system – Performance Measures Report initially not working JSI had to modify.					
4/01/04 – 6/30/05	FY2006	5128	4952	96.5%	8/28/06
4/01/05 – 6/30/06	FY2007	4939	4775	96.6%	8/21/07
4/01/06 – 6/30/07	FY2008	4712	4582	97.2%	9/11/08 to DMB
4/01/07 – 6/30/08	FY2009	4560	4427	97.4%	8/21/09 to Barb
7/01/07 – 6/30/08		3609	3516	97.0%	
4/01/08 – 6/30/09	FY2010	4614	4524	98.7%	8/23/10 to Barb
7/01/08 – 6/30/09		3689	3665	99.3%	
4/01/09 – 6/30/10	FY2011	4628	4531	97.9%	8/9/11 to Barb
7/01/09 – 6/30/10		3689	3648	98.8%	
4/01/10 – 6/30/11	FY2012	4908	4816	98.1%	8/28/12 to Barb
7/01/10 – 6/30/11		3913	3885	99.2%	
4/01/11 – 6/30/12	FY2013	4873	4783	97.2%	9/4/13 to Gerarda
7/01/11 – 6/30/12		3796	3757	98.9%	
4/01/12 – 6/30/13	FY2014	4541	4452	98.0%	9/9/14 to Gerarda
7/01/12 – 6/30/13		3540	3281	92.6%	
4/01/13 – 6/30/14	FY2015	3765	3694	98.1%	8/31/15 to Gerarda
7/01/13 – 6/30/14		2951	2736	95.9%	

# Attachment D.19 – 17% Report

Fairfax Circuit Court

User: EB

## Collections Fee Report

All Case Types and Sub-Types  
From 12/11/2016 to 12/17/2016  
Fee Percentage is 17.0%

Receipt	Receipt Date	Court Case	Effective Date	Amount	Fee
<b>001 Internet Crimes Against Children Fund: 001 Internet Crimes Against Children Fund</b>					
700557	12/13/2016	MI-2010-0001112	07/01/2010	10.00	1.70
<b>Totals For 001 Internet Crimes Against Children Fund: 001 Internet Crimes Against Children Fund:</b>					
<b>107 Drug Offender Fee: 107 DOAF</b>					
700772	12/14/2016	FE-2006-0000978	07/01/2006	150.00	25.50
<b>Totals For 107 Drug Offender Fee: 107 DOAF:</b>					
<b>109 Criminal Fine Interest, 45: 109 State Interest</b>					
700654	12/13/2016	FE-2005-0000069	07/01/2004	0.66	0.11
<b>Totals For 109 Criminal Fine Interest, 45: 109 State Interest:</b>					
<b>109 Criminal Fine Interest, 45: 242 Local Interest</b>					
700689	12/13/2016	MI-2004-0029220	07/01/2004	0.28	0.05
700817	12/14/2016	MI-2004-0029220	07/01/2004	0.01	0.00
<b>Totals For 109 Criminal Fine Interest, 45: 242 Local Interest:</b>					
<b>109 Criminal Fine Interest, 47: 109 State Interest</b>					
700651	12/13/2016	FE-2005-0001115	07/01/2005	8.93	1.52
<b>Totals For 109 Criminal Fine Interest, 47: 109 State Interest:</b>					
<b>109 Criminal Fine Interest, 51: 109 State Interest</b>					
700389	12/12/2016	FE-2001-0100408	07/01/2001	226.98	38.59
700958	12/14/2016	FE-2000-0098626	07/01/2000	24.64	4.19
<b>Totals For 109 Criminal Fine Interest, 51: 109 State Interest:</b>					
<b>109 Criminal Fine Interest, 55: 109 State Interest</b>					
700377	12/12/2016	FE-2006-0001111	07/01/2006	3.36	0.57
700772	12/14/2016	FE-2006-0000978	07/01/2006	142.74	24.27
701266	12/16/2016	FE-2007-0000196	07/01/2006	30.00	5.10
701281	12/16/2016	MI-2007-0000596	07/01/2006	30.00	5.10
<b>Totals For 109 Criminal Fine Interest, 55: 109 State Interest:</b>					
<b>109 Criminal Fine Interest, 56: 109 State Interest</b>					
700495	12/12/2016	FE-2009-0001028	07/01/2008	2.22	0.38
700573	12/13/2016	FE-2003-0102786	07/01/2002	30.00	5.10
700687	12/13/2016	FE-2007-0002179	07/01/2007	138.29	23.51

8.51 x 11.00 in  
700687

## Attachment D.20 – Case Load Statistics Report

### Case Categories with Filing Types

1/1/2016 TO 12/14/2016

		<b>Category Total: 9</b>
	Certificate as to Officers(CC)	1
	Chins Truancy(N2)	2
	Foreclosure/Commissioner(FR)	1
	Foreign Country Judgment(FF)	1
	Indigent Denials(DN)	1
	Sex Offender Petition to Enter School Property(SS)	1
	Special Immigrant(SI)	2
<b>Administrative Law</b>		<b>Category Total: 51</b>
	Administrative Appeal(A1)	29
	Board of Zoning Appeal(Z1)	1
	Writs of Certiorari(WC)	5
	Writs of Mandamus(WM)	16
<b>Contested Divorce</b>		<b>Category Total: 1459</b>
	Divorce Contested(D3)	1346
	Domestic Reopen(D6)	112
	INACTIVE-Divorce - Civil(D1)	1
<b>Domestic and Family - Level 1</b>		<b>Category Total: 236</b>
	Abuse & Neglect(N0)	12
	Annulment - Civil(D4)	19
	Custody(C8)	1
	Custody/Visitation(D7)	122
	Juvenile Appeal - other(JO)	19
	Permanency Planning(PC)	24
	Termination Parental Rights(TP)	39
<b>Domestic and Family - Level 2</b>		<b>Category Total: 256</b>
	Chins Abuse & Neglect(N1)	1
	Foster Care Review(FC)	2
	Guardian Adult(GA)	133
	Guardian Minor Over Person(GM)	1
	Guardian Minor Over Property(GP)	10
	Involuntary Commitment(JI)	1
	Support(D8)	74
	Support/Separate Maintenance(D5)	34
<b>General Civil - Level 1</b>		<b>Category Total: 144</b>
	Malpractice-Legal(J8)	7
	Malpractice-Medical(J9)	102
	Products Liability(P6)	9

Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

Record Length: 0400

Block Size: 32000

Record Format: FB

Input [X]

Output [ ]

Date: July 2013

Revised: November 05, 2015

ITEM #	DATA NAME	ALPHA/ NUM	# OF POS	FROM - TO	FIELD REMARKS	Req/ Cond
01	CAIS NUMBER	A/N	15	1-15		R
01A	COURT-JURIS	N	3	1-3	Fips Code	
01B	COURT-TYPE	A	1	4-4	'C' Circuit	
01C	DIVISION	A	1	5-5	'R'	
01D	DOCKET-NO	A/N	10	6-15	Assigned by the Circuit court - used to link 'A', 'C', and 'P' records types and convictions previously posted. (see record type-pos.400)	
02	DRIVER-LICENSE-NUMBER	A/N	9	16-24	SSN or DMV-assigned license number	
03	NAME	A	30	25-54	Last,first middle;suffix –the comma after last name is important, two last names are allowed. The semi-colon is only necessary when suffix is given. Allowable suffixes are JR, SR, II, III, IV, V, VI, VII, VIII, XI, 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> 7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup>	R
04	ADDRESS-1	A/N	30	55-84	Street address not PO Box	R
05	ADDRESS-2	A/N	30	85-114	City, State, Zip separated by blanks-we prefer state abbreviation-TM1003 for VA cities	R
06	BIRTH	N	6	115-120	MMDDYY	R
07	GENDER	A	1	121-121	Blank, 'M' or 'F'	R
08	SURR-LIC-IND	N	1	122-122	0=License was not surrendered 1=license surrendered 2=license held by court Blank=Unknown	

NOTE: "A" in the Alpha/Num column indicates the field may contain alpha, alphanumeric and special characters.  
The field is not restricted to alpha characters.

Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

Record Length: 0400

Block Size: 32000

Record Format: FB

Input [X]

Output [ ]

Date: July 2013

Revised: November 05, 2015

ITEM #	DATA NAME	ALPHA/ NUM	# OF POS	FROM - TO	FIELD REMARKS	Req/ Cond
09	CONV-DATE	N	6	123-128	MMDDYY required	R
10	OFFENSE-DATE	N	6	129-134	MMDDYY required	R
11	FED-CONV-CD	A	4	135-138	Blank	
12	ASAP-IND – assignment to VASAP program send one of these codes if restricted privileges given.	A/N	1	139-139	(W)aived assignment to VASAP 6 (Converts to 'Y' for VASAP) or 'Y'	
13	COURT-SUSP-PERIOD	N	5	140-144	<b>Positions 140 &amp; 141:</b> <b>01=days</b> <b>02=months</b> <b>03=years</b> <b>04=combination of years &amp; days</b> <b>07=indefinite</b> <b>Positions 142-144 are the numeric amounts</b>	
14	COURT-ORDER-IND - DMV decodes into two fields, FINE-COST-IND denotes suspend for non-payment of fine & cost and NOTIFY-IND which is important for assessing driving after susp/revoke	A	1	145-145	'L','T'=suspended for Fines & Cost and notified in court (DC210) 'R'=suspended for Fines & Cost and notified by mail (DC225) 'C','N'=suspended for Fines & Cost and not notified	C
15	COURT-FINE	N	4	146-149	Required for record type 'A'. DMV assesses fine & cost for record type 'C' and pays fine & cost for record type 'P' based on what is sent on record type 'A'	R
16	COURT-COST	N	4	150-153	Same as COURT-FINE but we can accept 0000	R
17	COURT-RESTR PART1- restricted driving privileges granted	A	3	154-156	'A', 'B', 'C', etc. See table at end of doc.	C

NOTE: "A" in the Alpha/Num column indicates the field may contain alpha, alphanumeric and special characters.  
The field is not restricted to alpha characters.

Commonwealth of Virginia  
Department of Motor Vehicles

**RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT**

Record Length: 0400

Block Size: 32000

Record Format: FB

Input [X]

Output [ ]

Date: July 2013

Revised: November 05, 2015

ITEM #	DATA NAME	ALPHA/ NUM	# OF POS	FROM - TO	FIELD REMARKS	Req/ Cond
18	RESTR-BEGIN-DATE	N	6	157-162	MMDDYY-required when restricted privilege granted	C
19	RESTR-END-DATE	N	6	163-168	MMDDYY- required when restricted privilege granted. DMV interprets 000000 as indefinite.	C
20	JAIL-TERM	N	5	169-173	Positions 169 & 170 01=days 02=months 03=years 04=combination of years & days 07=indefinite Positions 171-173 are the numeric amounts	
21	VEHICLE-PLATE-NBR	A/N	8	174-181	Required for some convictions	
22	CDL-IND	A	1	182-182	Blank, 'Y' or 'N'	
23	FOREIGN-LICENSE-NBR	A/N	20	183-202	Non-VA driver license number, positions 203-204 must be entered.	
24	FOREIGN-STATE-CD	A	2	203-204	Abbreviation of Non-VA state, position 183-202 must be entered.	
25	PLEA	A	2	205-206	'GA'=Guilty Absent 'GU'=Guilty 'NC'=Nolo Contendere 'NG'=Not Guilty 'NI'=Not Innocent 'TA'=Tried in Absence	
26	STATUTORY-CODE	A/N	15	207-221	See list	R
27	STATUTORY-DESC	A/N	30	222-251	Court verbiage - See note **	R
28	MATCH-IND	A	1	252-252	Please leave blank	
29	CMV-IND	A	1	253-253	Blank, Y or N	
30	HAZ-MAT-IND	A	1	254-254	Blank, 'Y' or 'N'	C
31	LOCALITY-CODE	A	1	255-255	'L'=local ordinancePositions 274-293 MUST be entered.	

NOTE: "A" in the Alpha/Num column indicates the field may contain alpha, alphanumeric and special characters.  
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Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

Record Length: 0400

Block Size: 32000

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Input [X]

Output [ ]

Date: July 2013

Revised: November 05, 2015

ITEM #	DATA NAME	ALPHA/ NUM	# OF POS	FROM - TO	FIELD REMARKS	Req/ Cond
32	REMARKS	A/N	15	256-270	Not used by DMV	
33	COURT-RESTR-PART2 restricted driving privileges granted	A	2	271-272	Continuation of COURT-RESTR-PART1	
34	ATTORNEY-TYPE (counsel field)	A	1	273-273	'C'=Court Appointed 'D'=Public Defender 'N'=None 'P'=Private 'U'=Info not Available 'W'=Waived Blank=Unknown	
35	LOCALITY-NAME	A	20	274-293	City or County name	R
36	DEFENDANT-IND	A	1	294-294	'N' or 'Y' indicates defendant present in court	
37	ADDRESS1-SECONDARY	A/N	30	295-324	Street address-when address is not what is on driver's license. Required when position 359 is 'Y'	
38	ADDRESS2-SECONDARY	A/N	30	325-354	City, State, Zip separated by blanks see ADDRESS-2. Required when position 359 is 'Y'	
39	RESIDENT JURIS	N	3	355-357	Blank	
40	ADDRCHGP	A/N	1	358-358	Not Used by DMV	
41	ADDRCHGS	A/N	1	359-359	'Y'=address on driver's license needs to be changed. New address info in fields 295-354	
42	SUSP-EFF-DATE	N	6	360-365	YYMMDD – required for type 'A' & 'C' records when suspending for court fine & cost.	C
43	COURT-RESTR-PART3 restricted driving privileges granted	A	10	366-375	Continuation of COURT-RESTR-PART1 & 2	
44	HO-SUFFIX	A	2	376-377	Blank	

ITEM	DATA NAME	ALPHA/	# OF	FROM - TO	FIELD REMARKS	Req/

NOTE: "A" in the Alpha/Num column indicates the field may contain alpha, alphanumeric and special characters.  
The field is not restricted to alpha characters.

Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

Record Length: 0400

Block Size: 32000

Record Format: FB

Input [X]

Output [ ]

Date: July 2013

Revised: November 05, 2015

#		NUM	POS			Cond
45	HO-TRIAL-DTE	N	6	378-383	Blank	
46	HO-DISP	A	2	384-385	Blank	
47	PAID-DATE	N	6	386-391	MMDDYY – required for ‘P’ record types.	C
48	FATALITY/ INJURY/ DAMAGES	A	1	392-392	Blank = ‘No death’ ‘Y’=‘resulted in death’, ‘N’ = ‘No death but has Injury or damages’  See notes for #48 below	C
49	SUSP-IND	A	1	393-393	‘S’=Run consecutively ‘C’=Run concurrent	
50	DEFERRED-IND	A	1	394-394	Blank or ‘D’ for deferred convictions of 4.1-305 and 18.2-250 thru 18.2-254	C
51	FINES-&-COST CONVICTION-IND	A	1	395-395	‘Y’ = suspend for a DMV-reportable conviction. ‘N’ = suspend for a non-reportable conviction	Future use only
52	CASE TYPE/CHARGE- INDICATOR	A	1	396-396	‘F’ = felony conviction. ‘M’= misdemeanor conviction. ‘I’ = infraction ‘C’=civil	C
53	CONV-OCCUR-CTR	A	1	397-397	Acceptable values: blank or 1 thru 9 1- First conviction 2- 2 <sup>nd</sup> conviction 3- 3 <sup>rd</sup> conviction etc. up to 9 See notes #27 for 2 <sup>nd</sup> DUI w/in 5 or 10	C
54	OWNER/OPERATOR	A	1	398-398	Y=Owner; No or blank = Operator	C
55	Filler	A	1	399-399	Not used	
56	RECORD-TYPE	A	1	400-400	‘A’ ADD original abstract ‘C’ Change=suspend for failure to pay fines and cost. Must populate COURT-ORDER-IND field in position 145. ‘P’ Paid Court fines and cost.	R

**Note:** Dates cannot be future dates with the exception of restriction begin and end dates.

NOTE: "A" in the Alpha/Num column indicates the field may contain alpha, alphanumeric and special characters.  
The field is not restricted to alpha characters.

Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

**Record Length: 0400**

**Block Size: 32000**

**Record Format: FB**

**Input [X]**

**Output [ ]**

**Date: July 2013**

**Revised: November 05, 2015**

**Note: \*\***

In the future, for speeding convictions, the description entered in field # 27 (statutory description) will be used to calculate how many miles per hour over the legal speed limit the person was convicted of. This will determine the action DMV takes and the demerit points assigned.

The format of the speeding offense must:

- a) Follow the pattern of NNN/NN. The first NNN is the actual speed of the offense and the second NN is the posted speed limit. Example: '49/25 SPEEDING' '69/45 SP'
- b) Range actual speed falls within over the posted speed limit. Example: speeding **01 – 09** over speed limit or speeding **10 to 19** over limit.
- c) Single value over the speed the speed limit. Example: **20 mph or more** over speed limit.

Applicable to codes:

'46.2-870'  
'46.2-871'  
'46.2-872'  
'46.2-873'  
'46.2-873.2'  
'46.2-874'  
'46.2-875'  
'46.2-876'  
'46.2-878'  
'46.2-881'

RE: CONDITIONAL FIELDS (C) in last column:

#14 - COURT-ORDER-IND: If entered, item# 42 must be entered.

#17- COURT-RESTR-PART1: If entered, item# 18 and 19 must be entered.

#27 -STATUTORY-DESC: For the following statutory codes, this description pattern is required for a second DUI if applicable:

- a) '2ND' (DMV will determine if 2<sup>nd</sup> within 5 or 10 years)
- b) '2ND W/I 5' (Signifies a second dui with 5 years)
- c) '2ND W/I 10' (Signifies a second dui within 10 years)
- d) '2ND W/n' (n= 5 or 10; signifies second dui with 5 or 10 , depending on value provided)

Applicable codes: 18.2-266 and 46.2-341.24A

#30 – HAZ-MAT-IND: If item# 29 is entered, item# 30 must be entered.

#47 – PAID-DATE: If item# 56 is value 'P', item# 47 is required.

NOTE: "A" in the Alpha/Num column indicates the field may contain alpha, alphanumeric and special characters.  
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Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

**Record Length: 0400**

**Block Size: 32000**

**Record Format: FB**

**Input [X]**

**Output [ ]**

**Date: July 2013**

**Revised: November 05, 2015**

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### #48 - FATALITY/INJURY/DAMAGES:

Indicator must be 'Y' (signify fatality) or ' ' (blank) for following statutory code (#26)

46.2-817 - If value is 'Y' (fatality) then Case Type/Charge Indicator must be 'F',

Indicator must be 'Y' (signify fatality) or 'N' (signify injury) for following code (#26)

46.2-865.1 - Blank is invalid

Indicator must be 'Y' (fatality), 'N' or blank for following codes (#26)

46.2-894 - Must be blank if Case Type/Charge Indicator is 'M' (damages less than \$1000),  
- If Case Type/Charge indicator is 'F', then 'fatality/injury/damages' indicator is:

- 'Y' - fatality
- 'N' - Injury
- ' ' - Damages over \$1000

46.2-921.1 'fatality/injury/damages' indicator:

- 'Y' - fatality
- 'N' - Injury/Property damage
- ' ' - 2<sup>nd</sup> or subsequent - Case Type/Charge indicator must be 'M'

### #50 - DEFERRED-IND: If entered, item# 26 (statutory code) must be value:

'4.1-305', '18.2-250', '18.2-250.1', '18.2-251', '18.2-258.1' or '18.2-248.1:1'

### #52 – CASE-TYPE/CHARGE-INDICATOR:

A value of 'M' or 'F' is required if item# 26 (statutory code) is one of the codes in the list below:

18.2-102

46.2-348

46.2-357

46.2-391

46.2-829

46.2-852 through 46.2-865

46.2-865.1 - Must be 'F'

46.2-894 - If value 'M', value of 'Fatality/Injury/Damages' must be blank (no fatality or injury)  
- Must be 'F' if value of 'Fatality/Injury/Damages' is 'Y' (fatality) or 'N' (Injury)  
- If value 'F', then damages \$1000 or more if 'Fatality/Injury/Damages' is blank

46.2-817 - if value 'M', value of 'Fatality/Injury/Damages' must be blank

18.2-266

18.2-272

46.2-921.1 - Must be 'I' or 'M'.

Commonwealth of Virginia  
Department of Motor Vehicles

## RECORD LAYOUT FOR ELECTRONIC CONVICTION REPORTING -DRAFT

Record Length: 0400

Block Size: 32000

Record Format: FB

Input [X]

Output [ ]

Date: July 2013

Revised: November 05, 2015

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#53 - CONV-OCCUR-CTR: Following statutory codes (#26) require a value in this field:

18.2-266, unless there is an 'F' in item #52 (Case-type/Charge-Indicator).

18.2-268.3

46.2-341.24A

46.2-341.24B

46.2-921.1

46.2-1078.1

46.2-819.1

46.2-819.3

46.2-819.3:1

46.2-819.5

#54 – OWNER/OPERATOR: If entered, item# 26 (statutory code) must be value in the list below:

46.2-819.1

46.2-819.3

46.2-819.3:1

46.2-819.5

Commonwealth of Virginia  
Department of Motor Vehicles

**ERROR RECORD LAYOUT SHEET FOR ELECTRONIC CONVICTION REPORTING**

**Record Length: 0176**

**Block Size: 32000**

**Record Format: FB**

**Input [] Output [X]**

**Date: Sept 2013**

**Page 1 of 1**

**Revised: October 7, 2013**

ITEM #	DATA NAME	ALPHA/NUM	# OF POS	FROM - TO	FIELD REMARKS
01	CAIS NUMBER	A/N	15	1-15	
01A	COURT-JURIS	N	3	1-3	Fips Code
01B	COURT-TYPE	A	1	4-4	'C' Circuit
01C	DIVISION	A	1	5-5	'R'
01D	DOCKET-NO	A/N	10	6-15	Assigned by the Circuit court - used to link 'A', 'C', and 'P' records types and convictions previously posted. (see record type-pos.400)
02	PROCESSED-DATE	N	8	16-23	Date input record was processed by DMV - YYYYMMDD
03	DRIVER-LICENSE-NO	A/N	9	24-32	SSN or DMV-assigned license number
04	NAME	A	30	33-62	Last,first middle;suffix –the comma after last name is important, two last names are allowed. The semi-colon is only necessary when suffix is given. Allowable suffixes are JR, SR, II, III, IV, V, VI, 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup>
05	FOREIGN LICENSE NO	A/N	20	63-82	Enter if Va Dr Lic is unknown
06	FOREIGN LICENSE STATE	A	2	83-84	State/country/terr of Foreign License
06	ERROR-CODE	A/N	5	85-89	Code for field in error
07	ERROR-MESSAGE	A/N	78	90-167	Literal meaning of the error code.
08	REMARKS	A/N	15	168-182	Return of Court value sent in this field
09	RECORD TYPE	A/N	1	183-183	'A'dd, 'C'hang (suspend for Fines and Cost, and 'P'aid records types

Error code and message are pulled from DMV system table 9001.

## PROACTIVE ERROR REMEDIATION

Number	Error Code	Error Description	Error Criteria
1	D0089	RESTRICTION BEGIN DATE REQUIRED	IF RESTRICTION ARE IN, START AND END DATE IS REQUIRED
2	D0235	RESTRICTION BEGIN DATE IS PRIOR TO CONVICTION DATE	APPLICABLE TO DRUGS
3	D0237	CONV DATE CANNOT BE A FUTURE DATE	APPLIES TO MANUAL SUBMISSIONS
4	D0409	F&C SUSP DATE MUST BE GREATER THAN CONV DATE	
5	D0410	MISSING OR INVALID F&C SUSP DATE	
6	M0300	ZIP MUST BE 5 OR 9 DIGITS	IF CUSTOMER NOT FOUND, EXCEPT 'UNKNOWN' OR 'NO FIXED ADDRESS'
7	M0481	CONVICTION DATE REQUIRED	
8	<del>M0548-</del>	<del>SUSPENSION PERIOD REQUIRED</del>	<del>DMV will research</del>
10	M1111	CONVICTION ENTRY NOT VALID	
11	M2145	SUSPENSION PERIOD REQUIRED WHEN RESTRICTIONS GRANTED	
12	<del>M2633-</del>	<del>SUSPENSION PERIOD NOT ALLOWED FOR INDICATED CONVICTION</del>	<del>DMV will research</del>
13	M2764	WHEN HAZMAT FIELD = Y, CMV FIELD MUST = Y	
14	M2857	CONV CODE NOT ALLOWED RESTRICTIONS	hit/run transmittal
15	M5830	BAD PAID DATE OR PAID DATE MUST BE IN MMDDYY FORMAT	
16	M5844	BIRTH DATE IS INCORRECT, MUST BE IN FORMAT MMDDYY	
17	M5847	VALID VIRGINIA CITY REQUIRED	IF CUSTOMER NOT FOUND, EXCEPT 'UNKNOWN' OR 'NO FIXED ADDRESS'
19	M5832	PAID CANNOT BE PROCESSED, F&C SUSPENSION NOT ON FILE	IF CAIS NBR NOT ON CAIS-INTERIM FILE
20	M5833	FINES AND COST PAID RECORD SENT TOO SOON	
21	M5836	DUPLICATE RESTRICTION CODE(S) ENTERED	GD does edits for ABDC but not AA/DD, etc
22	M5838	CITY, STATE, ZIP CANNOT BE EXTRACTED FROM ADDRESS	IF CUSTOMER NOT FOUND, EXCEPT 'UNKNOWN' OR 'NO FIXED ADDRESS'
23	M5839	INPUT NAME NOT FORMATTED CORRECTLY	
24	M5840	INPUT DRIVER LICENSE NUMBER IS NOT FORMATTED CORRECTLY	
25	M5846	FOREIGN STATE CODE INVALID	IF FOREIGN LIC # ENTERED, BUT XX PROVIDED FOREIGN STATE CODE
26	M8458	TAG NUMBER IS REQUIRED	DMV will provide manual courts a list of tag numbers
27	M8904	CITY STATE ZIP MUST BE ENTERED - CANNOT LEAVE BLANK	IF CUSTOMER NOT FOUND, EXCEPT 'UNKNOWN' OR 'NO FIXED ADDRESS'
28	M8951	SUSP PERIOD IS LESS THAN STATUTE REQUIRES FOR THIS CNV	
29	M8953	RESTRICTION PERIOD GRANTED IS <del>LT LESS THAN</del> THE SUSPENSION PERIOD	
30	M9067	CANNOT ENTER A CONVICTION MORE THAN 20 YEARS OLD	
31	M9114	REC CANNOT BE MARKED AS DEFERRED & HAVE A F&C SUSP IND	
32	N0069	COURT SUSP PERIOD -WHEN USING MONTHS CANNOT EXCEED 60	DMV system will review acception of numeric "180" months. Coincide with record layout item #24 modification)

VSP Non-CMS	Size	Position	VSP-CCRE	The total file size is 550, but only data til 516, the additional will be filler - All alpha throughout the record must be UPPERCASE -
CMS-FIPS-CODE	3	1-3	059	Required
CMS-COURT-TYPE	1	4	C	Required
CMS-COURT-DIV	1	5	R or J	Required - This is correct - R for FE or non-infraction MI and J for JV cases.
CMS-COURT-SEQ	10	6-15	F or M or J + Case Number	Required - Should be 09F0000011 - so case year then case type letter then case number then charge sequence - This case would be FE-2009-0000001 with (1) charge - EVEN IF THE CHARGE GETS REDUCED WE STILL NEED THE F, M OR J TO BE USED FROM THE CASENUMBER NOT THE ACTUAL DEGREE OF THE CHARGE THAT IT WAS REDUCED TO.
CMS-DOC-CONT-NO	7	16-22	DCN : CCRe#	Required
CMS-COURT-NAME	45	23-67	Fairfax Circuit Court	Required
CMS-TRAN-CC	2	68-69	VSP-CCRE Rundate CC = 20	Required
CMS-TRAN-YY	2	70-71	VSP-CCRE Rundate YY = 09	Required
CMS-TRAN-MM	2	72-73	VSP-CCRE Rundate MM = 01	Required
CMS-TRAN-DD	2	74-75	VSP-CCRE Rundate DD = 30	Required
CMS-NAME	30	76-105	Defendant Name L, FIRST MIDDLE SUFFIX	Required
CMS-SOC	9	106-115	Defendant SSN	May be blank
CMS-ADDR-1	30	115-144	Defendant Mailing Address	May be blank
CMS-ADDR-2	30	145-174	Defendant Street Address	May be blank
CMS-RETENTION-STATUS	1	175-175		May be blank
CMS-ATTORNEY-TYPE	1	176-176		May be blank
CMS-PLEA	2	177-178	Plea	Required
CMS-DOB-CC	2	179-180	Defendant DOB-CC = 19	Required
CMS-DOB-YY	2	181-182	Defendant DOB-YY = 71	Required
CMS-DOB-MM	2	183-184	Defendant DOB-MM = 01	Required
CMS-DOB-DD	2	185-186	Defendant DOB-DD = 30	Required
CMS-RACE	1	187-187	Race	Required
CMS-SEX	1	188-188	Sex	Required
CMS-FILING-CC	2	189-190	Filing_Date-CC = 20	Required
CMS-FILING-YY	2	191-192	Filing_Date-YY = 09	Required

CMS-FILING-MM	2	193-194	Filing_Date-MM = 01	<b>Required</b>
CMS-FILING-DD	2	195-196	Filing_Date-DD = 30	<b>Required</b>
CMS-CASE-TYPE	2	197-198	Degree (F = Felony) (M=Misdemeanor)	<b>Required - F or M</b>
CMS-AMENDED-CASE-TYPE	1	199-199	Degree (F = Felony) (M=Misdemeanor)	<b>Required - F or M</b>
CMS-LOCAL-STATE-IND	1	200-200	Not Used	Not Used
CMS-OFFENSE-DATE				<b>Required</b>
CMS-OFFENSE-CC	2	201-202	Violation_Date-CC = 20	<b>Required</b>
CMS-OFFENSE-YY	2	203-204	Violation_Date-YY = 09	<b>Required</b>
CMS-OFFENSE-MM	2	205-206	Violation_Date-MM = 01	<b>Required</b>
CMS-OFFENSE-DD	2	207-208	Violation_Date-DD = 30	<b>Required</b>
CMS-DOA (Date of Arrest)				<b>Required</b>
CMS-DOA-CC	2	209-210	Violation_Date-CC = 20	<b>Required</b>
CMS-DOA-YY	2	211-212	Violation_Date-YY = 09	<b>Required</b>
CMS-DOA-MM	2	213-214	Violation_Date-MM = 01	<b>Required</b>
CMS-DOA-DD	2	215-216	Violation_Date-DD = 30	<b>Required</b>
CMS-JURY-TRIAL	1	217-217		Blank
CMS-TRIAL-DATE				<b>Required</b>
CMS-TRIAL-CC	2	218-219		<b>Required</b>
CMS-TRIAL-YY	2	220-221		<b>Required</b>
CMS-TRIAL-MM	2	222-223		<b>Required</b>
CMS-TRIAL-DD	2	224-225		<b>Required</b>
CMS-CHG-LITERAL	48	226-273	Statute Description	<b>Required</b>
CMS-CHG-SECTION	20	274-293	Statute Number	<b>Required</b>
CMS-CHG-CITE-SUFFIX	1	294-294	<b>BO_OP_CODE</b>	<b>Required</b>
CMS-BYPASS-FLAG	1	295-295	Not Used	MAY BE BLANK
CMS-AMENDED-CHG	48	296-343	Amended Statute Description	If exists then yes

CMS-AMENDED-CODE-SECTION	20	344-363	Amended Statute Number	If exists then yes
CMS-AMENDED-SUFFIX	1	364-364	<b>BO_OP_CODE</b>	Required
CMS-AMENDED-BYPASS_FLAG	1	365-365	Not Used	MAY BE BLANK
CMS-FINAL-DISPN-DATE				Required
CMS-FINAL-DISPN-CC	2	366-367	Finding_Date-CC = 20	Required
CMS-FINAL-DISPN-YY	2	368-369	Finding_Date-YY = 09	Required
CMS-FINAL-DISPN-MM	2	370-371	Finding_Date-MM = 01	Required
CMS-FINAL-DISPN-DD	2	372-373	Finding_Date-DD = 30	Required
CMS-FINAL-DISPN-CODE	4	374-377	Finding	Required
CMS-JAIL-PEN	1	378-378		J (JAIL) P (PENITENTIARY) - blank if no time
CMS-SENTENCE-IMPOSED				
CMS-YEARS-IMPOSED	2	379-380		Required
CMS-MONTHS-IMPOSED	2	381-382		Required
CMS-DAYS-IMPOSED	2	383-384		Required
CMS-SENTENCE-SUSPENDED				
CMS-YEARS-SUSPENDED	2	385-386		Required
CMS-MONTHS-SUSPENDED	2	387-388		Required
CMS-DAYS-SUSPENDED	2	389-390		Required
CMS-CON-OR-SECT	1	391-391	MAY BE BLANK	MAY BE BLANK
CMS-PROBATION-TYPE	1	392-392	MAY BE BLANK S (supervised) U (unsupervised)	MAY BE BLANK
CMS-APPEAL-DATE				
CMS-APPEAL-CC	2	393-394	MAY BE BLANK	MAY BE BLANK
CMS-APPEAL-YY	2	395-396	MAY BE BLANK	MAY BE BLANK
CMS-APPEAL-MM	2	397-398	MAY BE BLANK	MAY BE BLANK
CMS-APPEAL-DD	2	399-400	MAY BE BLANK	MAY BE BLANK
CMS-RESTITUTION-IND	1	401-401		Required - Y or N FOR RESTITUTION

CMS-FINE	1	402-402		<b>Required - Y or N FOR FINE IMPOSED</b>
CMS-DEATH-PENALTY-IND	1	403-403	MAY BE BLANK	MAY BE BLANK
CMS-ALIAS-1	30	404-433	MAY BE BLANK LAST, FIRST MIDDLE SUFFIX	MAY BE BLANK
CMS-ALIAS-2	30	434-463		MAY BE BLANK
CMS-AGENCY	5	464-468	ORI ARRESTING AGENCY	<b>Required</b>
CMS-COMM-BY	4	469-472	MAY BE BLANK	MAY BE BLANK
CMS-RETRANS	1	473-473		<b>Required - T FOR ORIGINAL only</b>
CMS-ERROR-NO	2	474-475	BLANK ON INPUT FROM COURT	BLANK ON INPUT FROM COURT
CMS-HEAR-JUDGE	4	476-479	MAY BE BLANK	MAY BE BLANK
CMS-ORIG-VCC	9	480-488	Original VCC	<b>Required</b>
CMS-AMEND-VCC	9	489-497	Amended VCC	<b>Required</b>
CMS-OTN	15	498-512	OTN	<b>Required</b>
CMS-MOD-IND	1	513-513	<b>MOD_IND</b>	<b>Required</b>
CMS-AMEND-MOD-IND	1	514-514	<b>MOD_IND</b>	<b>Required</b>
CMS-JUV-TRIED-AS-IND	1	515-515		MAY BE BLANK
CMS-ANCILLARY-IND	1	516-516		<b>Required</b>
FILLER	34	517-550		<b>Required</b>

VSP Non-CMS	Size	Position	VSP-CCRE	The total file size is 550, but only data til 516, the additional will be filler - All alpha throughout the record must be UPPERCASE -
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CMS-NAME	30	76-105	Defendant Name L, FIRST MIDDLE SUFFIX	Required
CMS-SOC	9	106-115	Defendant SSN	May be blank
CMS-ADDR-1	30	115-144	Defendant Mailing Address	May be blank
CMS-ADDR-2	30	145-174	Defendant Street Address	May be blank
CMS-RETENTION-STATUS	1	175-175		May be blank
CMS-ATTORNEY-TYPE	1	176-176		May be blank
CMS-PLEA	2	177-178	Plea	Required
CMS-DOB-CC	2	179-180	Defendant DOB-CC = 19	Required
CMS-DOB-YY	2	181-182	Defendant DOB-YY = 71	Required
CMS-DOB-MM	2	183-184	Defendant DOB-MM = 01	Required
CMS-DOB-DD	2	185-186	Defendant DOB-DD = 30	Required
CMS-RACE	1	187-187	Race	Required
CMS-SEX	1	188-188	Sex	Required
CMS-FILING-CC	2	189-190	Filing_Date-CC = 20	Required
CMS-FILING-YY	2	191-192	Filing_Date-YY = 09	Required

CMS-FILING-MM	2	193-194	Filing_Date-MM = 01	<b>Required</b>
CMS-FILING-DD	2	195-196	Filing_Date-DD = 30	<b>Required</b>
CMS-CASE-TYPE	2	197-198	Degree (F = Felony) (M=Misdemeanor)	<b>Required - F or M</b>
CMS-AMENDED-CASE-TYPE	1	199-199	Degree (F = Felony) (M=Misdemeanor)	<b>Required - F or M</b>
CMS-LOCAL-STATE-IND	1	200-200	Not Used	Not Used
CMS-OFFENSE-DATE				<b>Required</b>
CMS-OFFENSE-CC	2	201-202	Violation_Date-CC = 20	<b>Required</b>
CMS-OFFENSE-YY	2	203-204	Violation_Date-YY = 09	<b>Required</b>
CMS-OFFENSE-MM	2	205-206	Violation_Date-MM = 01	<b>Required</b>
CMS-OFFENSE-DD	2	207-208	Violation_Date-DD = 30	<b>Required</b>
CMS-DOA (Date of Arrest)				<b>Required</b>
CMS-DOA-CC	2	209-210	Violation_Date-CC = 20	<b>Required</b>
CMS-DOA-YY	2	211-212	Violation_Date-YY = 09	<b>Required</b>
CMS-DOA-MM	2	213-214	Violation_Date-MM = 01	<b>Required</b>
CMS-DOA-DD	2	215-216	Violation_Date-DD = 30	<b>Required</b>
CMS-JURY-TRIAL	1	217-217		Blank
CMS-TRIAL-DATE				<b>Required</b>
CMS-TRIAL-CC	2	218-219		<b>Required</b>
CMS-TRIAL-YY	2	220-221		<b>Required</b>
CMS-TRIAL-MM	2	222-223		<b>Required</b>
CMS-TRIAL-DD	2	224-225		<b>Required</b>
CMS-CHG-LITERAL	48	226-273	Statute Description	<b>Required</b>
CMS-CHG-SECTION	20	274-293	Statute Number	<b>Required</b>
CMS-CHG-CITE-SUFFIX	1	294-294	<b>BO_OP_CODE</b>	<b>Required</b>
CMS-BYPASS-FLAG	1	295-295	Not Used	MAY BE BLANK
CMS-AMENDED-CHG	48	296-343	Amended Statute Description	If exists then yes

CMS-AMENDED-CODE-SECTION	20	344-363	Amended Statute Number	If exists then yes
CMS-AMENDED-SUFFIX	1	364-364	<b>BO_OP_CODE</b>	Required
CMS-AMENDED-BYPASS_FLAG	1	365-365	Not Used	MAY BE BLANK
CMS-FINAL-DISPN-DATE				Required
CMS-FINAL-DISPN-CC	2	366-367	Finding_Date-CC = 20	Required
CMS-FINAL-DISPN-YY	2	368-369	Finding_Date-YY = 09	Required
CMS-FINAL-DISPN-MM	2	370-371	Finding_Date-MM = 01	Required
CMS-FINAL-DISPN-DD	2	372-373	Finding_Date-DD = 30	Required
CMS-FINAL-DISPN-CODE	4	374-377	Finding	Required
CMS-JAIL-PEN	1	378-378		J (JAIL) P (PENITENTIARY) - blank if no time
CMS-SENTENCE-IMPOSED				
CMS-YEARS-IMPOSED	2	379-380		Required
CMS-MONTHS-IMPOSED	2	381-382		Required
CMS-DAYS-IMPOSED	2	383-384		Required
CMS-SENTENCE-SUSPENDED				
CMS-YEARS-SUSPENDED	2	385-386		Required
CMS-MONTHS-SUSPENDED	2	387-388		Required
CMS-DAYS-SUSPENDED	2	389-390		Required
CMS-CON-OR-SECT	1	391-391	MAY BE BLANK	MAY BE BLANK
CMS-PROBATION-TYPE	1	392-392	MAY BE BLANK S (supervised) U (unsupervised)	MAY BE BLANK
CMS-APPEAL-DATE				
CMS-APPEAL-CC	2	393-394	MAY BE BLANK	MAY BE BLANK
CMS-APPEAL-YY	2	395-396	MAY BE BLANK	MAY BE BLANK
CMS-APPEAL-MM	2	397-398	MAY BE BLANK	MAY BE BLANK
CMS-APPEAL-DD	2	399-400	MAY BE BLANK	MAY BE BLANK
CMS-RESTITUTION-IND	1	401-401		Required - Y or N FOR RESTITUTION

CMS-FINE	1	402-402		<b>Required - Y or N FOR FINE IMPOSED</b>
CMS-DEATH-PENALTY-IND	1	403-403	MAY BE BLANK	MAY BE BLANK
CMS-ALIAS-1	30	404-433	MAY BE BLANK LAST, FIRST MIDDLE SUFFIX	MAY BE BLANK
CMS-ALIAS-2	30	434-463		MAY BE BLANK
CMS-AGENCY	5	464-468	ORI ARRESTING AGENCY	<b>Required</b>
CMS-COMM-BY	4	469-472	MAY BE BLANK	MAY BE BLANK
CMS-RETRANS	1	473-473		<b>Required - T FOR ORIGINAL only</b>
CMS-ERROR-NO	2	474-475	BLANK ON INPUT FROM COURT	BLANK ON INPUT FROM COURT
CMS-HEAR-JUDGE	4	476-479	MAY BE BLANK	MAY BE BLANK
CMS-ORIG-VCC	9	480-488	Original VCC	<b>Required</b>
CMS-AMEND-VCC	9	489-497	Amended VCC	<b>Required</b>
CMS-OTN	15	498-512	OTN	<b>Required</b>
CMS-MOD-IND	1	513-513	<b>MOD_IND</b>	<b>Required</b>
CMS-AMEND-MOD-IND	1	514-514	<b>MOD_IND</b>	<b>Required</b>
CMS-JUV-TRIED-AS-IND	1	515-515		MAY BE BLANK
CMS-ANCILLARY-IND	1	516-516		<b>Required</b>
FILLER	34	517-550		<b>Required</b>

VIRGINIA DEPARTMENT OF CORRECTIONS (VADOC) - SENT MONTHLY : FINES/COSTS OWED																
QUOTENAME(LEFT(ISNULL(FIPS, '') + SPACE(3), 3), '') + '^~^+																
	QUOTENAME(LEFT(ISNULL(CASENUMBER, '') + SPACE(12), 12), '') + '^~^+															
		QUOTENAME(LEFT(ISNULL(CIRCUIT, '') + SPACE(1), 1), '') + '^~^+														
			QUOTENAME(LEFT(ISNULL(LAST_NAME, '') + SPACE(50), 50), '') + '^~^+													
				QUOTENAME(LEFT(ISNULL(FIRST_NAME, '') + SPACE(50), 50), '') + '^~^+												
					QUOTENAME(LEFT(ISNULL(MIDDLE_NAME, '') + SPACE(20), 20), '') + '^~^+											
						QUOTENAME(LEFT(ISNULL(SUFFIX, '') + SPACE(4), 4), '') + '^~^+										
							QUOTENAME(LEFT(ISNULL(STREET1, '') + SPACE(40), 40), '') + '^~^+									
								QUOTENAME(LEFT(ISNULL(STREET2, '') + SPACE(40), 40), '') + '^~^+								
									QUOTENAME(LEFT(ISNULL(CITY, '') + SPACE(30), 30), '') + '^~^+							
										QUOTENAME(LEFT(ISNULL(STATE, '') + SPACE(2), 2), '') + '^~^+						
											QUOTENAME(LEFT(ISNULL(ZIP, '') + SPACE(5), 5), '') + '^~^+' + ''')					
												+ SPACE(4) + '''' + '^~^+				
													QUOTENAME(LEFT(ISNULL(SSN, '') + SPACE(9), 9), '') + '^~^+			
													LEFT(ISNULL(DUE_DATE, '') + SPACE(8), 8) + '^~^+			
														LEFT(ISNULL(BIRTH_DATE, '') + SPACE(8), 8) + '^~^+		
														QUOTENAME(LEFT(ISNULL(CHARGEDESC, '') + SPACE(30), 30), '') + '^~^+		
															QUOTENAME(LEFT(ISNULL(CHARGE, '') + SPACE(20), 20), '') + '^~^+	
															QUOTENAME(LEFT(ISNULL(OL_STATE, '') + SPACE(2), 2), '') + '^~^+	
															QUOTENAME(LEFT(ISNULL(DRIVE_LIC_NUM, '') + SPACE(20), 20), '') + '^~^+	
																+^RIGHT(REPLICATE('0', 14) + CAST(CAST(BALANCE_CURRENCY AS NUMERIC(14,2)) AS VARCHAR), 14) AS BALANCE