



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 105
Phoenix, Arizona 85007

Request for Proposals
Pursuant to Emergency Procurement Provisions

RFP 12-06

Statewide Arizona Courts Electronic Filing System

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**SECTION 1
INTRODUCTION AND OVERVIEW**

1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court), Administrative Office of the Court's current statewide electronic filing vendor contract is due to expire in January 2013. The Court seeks offers to either expand its existing electronic filing system or implement an alternative Internet and web browser-based electronic filing system. The proposed solution must eventually be capable of supporting all civil and criminal case types for both initial and subsequent case submissions. Additionally, product and service funding model proposals are required as part of this solicitation, e.g. transaction-based, software purchase-based, or alternative(s) such as subscriptions-based. The selected vendor(s) is required to provide a system that delivers a baseline set of mandatory requirements by January 2013.

Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by **4:00PM, Arizona Time, June 15, 2012**, in accordance with the schedule below.

The public opening will be conducted on June 15, 2012 at 4:00PM, Arizona Time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Emergency Procurement Provisions

This procurement is being administered pursuant to Rule 39 of the Judicial Branch Procurement Rules. In summary, Rule 39 states that an emergency procurement may be made if an urgent and compelling situation exists which makes compliance with Rule 15 (Invitation for Bids) and Rule 23 (Request for Proposals) impracticable, unnecessary or contrary to the interest of the Judicial Branch, except that such procurement shall be as competitive as is practicable under the circumstances. The AOC intends to follow the Request for Proposals process to the extent practicable to provide for maximum competition, to evaluate cost effectiveness and feasibility, and to allow vendors to be creative in proposing solutions. Due to the emergency circumstances, and in the event it becomes necessary, the AOC may impose strict time frames and/or utilize alternatives in selecting the best vendor to meet the needs of the Judiciary.

3. Proposers' Conference

No proposer's conference will be held.

4. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) Published	June 1, 2012
b. Deadline to Submit Written Questions	June 7, 2012
c. Response to Written Questions/RFP Amendments	June 11, 2012
d. Proposal Due Date	June 15, 2012

The Court reserves the right to deviate from this schedule.

Proposals received after 4:00pm, Arizona Time, June 15, 2012, will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.

5. Proposal Evaluation

Proposals will be evaluated based upon the criteria outlined in Section 5 of this document. The contract(s) shall be entered into with the responsible bidder(s) whose proposal is determined in writing to be the most advantageous to the Court taking into consideration the evaluation factors set forth in the Request for Proposals. The Court reserves the right (prior to contract award) to inspect a vendor's facilities, contact individual references, and to consider other sources of information to determine evaluation scores.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no bidders who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFP does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP. Multiple contracts may be awarded.

6. Proposal Discussions

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

7. Americans with Disabilities Act

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 452-3329 or text telephone (TDD) 452-3545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Necessary Documents.

Vendors who wish to submit proposals for RFP 12-06 shall complete all necessary documentation as identified in Section 6 of this Request for Proposals.

2. Specifications.

The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal. The tables located in Section 3, Specifications, shall be completed as instructed and submitted with the proposal.

3. Procurement Rules.

The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court in accordance with the provisions of the Arizona Revised Statutes §41-2501.E are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from Melba Davidson, Arizona Supreme Court, at the address referenced on the cover page.

4. Subcontractors.

The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

5. Vendor Certification.

By submission of a proposal, the vendor certifies that:

- A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
- B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other vendor.

6. Preparation of the Proposal

A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, instructions, and seek clarification in writing (inquiries) and examine its proposal for accuracy before submitting the proposal: These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.

- B. Each vendor shall furnish all information required by the RFP. The vendor should refer to Section 6 which contains the proposal submittal checklist, to ensure all required materials have been enclosed.

7. **Definitions**

- A. Time: If stated as a number of days, will be calendar days.
- B. Shall, Will: Denotes the imperative.
- C. May: Denotes the permissive.

8. **Explanation to Bidders**

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by June 7, 2012 by 5:00PM, Arizona Time to:

Melba Davidson
Arizona Supreme Court
1501 West Washington, Suite 105
Phoenix, Arizona 85007-3231
Email: mdavidson@courts.az.gov
Fax: (602) 452-3735

The questions and responses will be posted to the Arizona Judicial Branch website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.azcourts.gov/adminservices/Procurement.aspx>

9. **Submission of Proposal**

- A. Sealed proposals are due on or before 4:00PM, Arizona Time, June 15, 2012, to Melba Davidson, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one original, one (1) digital copy, and seven (4) paper copies of each proposal.
- D. Vendors submitting a proposal shall indicate the vendor's name and the RFP number on each page of the document.

- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.
- F. All responses and accompanying documentation will become the property of the Court at the time the proposals are opened.

10. Public Opening

A public opening of proposals shall be held at 4:00PM, Arizona Time, June 15, 2012, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

11. Presentations

The Court may request oral presentations or product demonstrations with any or all of the vendors for purposes of clarification or to amplify the materials presented in any part of the proposal. Any presentations requested will be considered part of the proposal and as such must be paid for by the vendor. The Court will not reimburse for costs related to the development or delivery of any proposals.

12. Contract

The contract(s) shall be entered into with the responsible vendor(s) whose proposal is determined in writing to be the most advantageous to the Court taking into consideration the evaluation factors set forth in the RFP.

13. Current Product

It is preferable that all software offered in this solicitation shall be in current and ongoing production, shall have formally been announced for general marketing purposes, shall be a version currently functioning in a user (pay customer) environment and capable of meeting the requirements set forth in this solicitation.

14. Brand Name Only

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the specific quality, design, and performance required.

15. References

Vendors shall provide the name and contact information of all customers currently using the solution or product set being proposed. Reference information should include the following data: 1) client name and address, 2) primary contact, telephone number, and email address, 3) length of relationship with client. The Court shall have the option to contact these customers at its discretion.

16. Financial Stability

Vendor shall demonstrate their financial stability. Vendors shall at a minimum include a copy of their independently audited financial statements from the last three (3) years. Vendors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Court. Vendor proposals which do not include or do not include sufficient information regarding their financial stability may be negatively impacted.

SECTION 3 SPECIFICATIONS

3.1 PURPOSE / INTENT

3.1.1. Introduction and Overview

The Arizona Supreme Court (hereinafter referred to as the Court), Administrative Office of the Court's current statewide electronic filing vendor contract is due to expire in January 2013. The Court seeks offers to either expand its existing electronic filing system or implement an alternative Internet and web browser-based court electronic filing system. The proposed solution must eventually be capable of supporting all civil and criminal case types for both initial and subsequent case submissions in all Arizona courts. Additionally, product and service funding model proposals are required as part of this solicitation, e.g. transaction-based, software purchase-based, or alternative(s) such as subscriptions-based.

The selected vendor(s) is required to provide a system that delivers a baseline set of mandatory requirements by January 2013.

3.1.2. Strategic Intent

The strategic intent of the statewide court electronic filing initiative is to provide attorneys, self-represented litigants, and other case participants the ability to efficiently and cost-effectively transmit all case information for all case types and documents to all Arizona courts in a standard and supportable way. This initiative has already significantly increased online filing volumes. The AOC is interested in investigating the potential for more cost effective funding and service support options that enable continued growth. All electronic filing services described herein will continue to be managed through the AOC, which is the central support organization for all Arizona courts.

3.1.3. Progress to Date

In 2009, the AOC procured and implemented a statewide electronic filing system that today successfully processes 20,000+ case submissions per month principally in four courts: the Superior Court in Maricopa and Pima counties; the Court of Appeals Division I, and the Arizona Supreme Court. These initial efforts have focused primarily on attorney case submissions.

3.1.4. Opportunities

AOC anticipates additional filing volume potential for fee and non-fee based case filings in Pima County to be 5,000-10,000 per month; however, the AOC makes no filing volume guarantees expressed or implied herein. Details about specific filing volumes realized will unfold as the electronic filing system expands to support additional case types and local courts.

3.1.5. Critical Success Factors

In addition to meeting the requirements outlined herein, there are two critical success factors for either continuing with the current or pursuing an alternative court electronic filing system: 1) To the greatest possible extent, minimize/eliminate the need to modify the implemented AOC and local courts AOC/OASIS ECF LegalXML Major Design Element (MDE) message specifications

and interfaces; and 2) Implement the required features and functions for the courts by the dates indicated in the Mandatory Requirements section.

3.1.6. Definitions

1. **AOC** – Administrative Office of the Courts.
2. **Application Fees** – An existing fee assessed to support the enhanced services offered by the AOC’s current electronic filing system.
3. **Central Case Index (CCI)** – AOC-provided system that serves as an aggregation point for CRMDE-supplied case data, including document indexes.
4. **Central Case Index Application (CCI-Application)** – AOC standard application interface to CCI, CDR, and local court-supplied Web Services.
5. **Central Document Repository (CDR)** – AOC-provided system that serves as an aggregation point for CRMDE-supplied documents.
6. **Client Matter Number** – This is an alphanumeric which is used by law firms to track their work associated with each client. Associating the Client Matter Number with case file submissions helps them to track the work that has been done and bill their clients.
7. **Configurable** – a) System is expected to enable AOC and local court administrators to define values and rules governing the operation of the system with little or no vendor intervention. b) System is expected to permit changes without incurring downtime due to source code modifications or resource-intensive User Acceptance Testing.
8. **Court** – Represents the Arizona Judiciary.
9. **Court Record Major Design Element (CRMDE)** – Enables a court to record electronic documents and docket entries in its case management and document management systems and returns the results to the Filing Review MDE. The Court Record MDE also enables filers to obtain service information for all parties in a case, to obtain information about cases maintained in the court’s docket, register of actions and calendars, and to access documents maintained in the court’s electronic records.
10. **Credit Memo** – This is an Arizona-specific document filed into cases in the Superior Court in Maricopa County, which records payments that have been made on non-answer subsequent filings.
11. **CRMDE Ingestion** – The automated processes invoked by the CRMDE upon receipt of Record Filing Request messages. Typically ingestion will result in documents being registered in the local court’s electronic document management system, docketing into the local court’s Case Management System, and the creation and return of Notify Docketing Complete (NDC) messages. Other steps may be taken during the CRMDE ingestion process depending on case types and other applicable criteria.
12. **Document Type** – A classification of a document into business recognizable format, e.g. Proposed Order, Exhibit, Petition for Review.
13. **Document File Type** – A classification of the internal structures or formats that specify the arrangement of text, graphics, audio, video, fonts, and other features of a document, e.g. DOCX, PDF, ODT.
14. **Easy-to-Use** – The electronic filing system is expected to provide an intuitive user interface requiring little (less than one day) to no submitter/filer or staff training.

15. **Filing Assembly Major Design Element (FAMDE)** – Enables a filer to create a filing message for submission to a court, and for service on other parties in the case, returning a response from the court to the filer.
16. **Filing Dates & Times** – The electronic filing system is expected to retain and use the original case file submission dates and times on all documents submitted to local courts. This approach also applies to documents that have been marked deficient by clerks of court. (See “No-Reject” definition).
17. **Filing Fees** – Statutory local court fees assessed on select case file submissions.
18. **Filing Review Major Design Element (FRMDE)** – Enables a court to receive and review a filing message and prepare the contents for recording in its case management and document management systems, sending a response concerning the filing to the Filing Assembly MDE. The Filing Review MDE also enables filers to obtain court-specific policies regarding electronic filing and to check on the status of a filing.
19. **Issuance Document** – General term used to refer to documents which are issued by the court (clerk’s office or judge) and returned to submitters/filers so that the document can be served upon a party personally. Examples of issuance documents include: Summonses, Writs, Subpoenas, Warrants, and Notices of Provisional Remedy. Issuance documents receive an issuance stamp which is separate and distinct from a file stamp. Issuance stamps vary by court.
20. **Legal Service Major Design Element (LSMDE)** – Enables a party to receive service electronically FROM other parties in the case. Note that service TO other parties in the case is performed by the Filing Assembly MDE.
21. **Multi-Episode Clerk Review** – Can only occur when a case file submission contains multiple lead documents and when the clerk review result for one lead document is communicated to the CRMDE independent of the results of the other lead documents. The handling of individual lead documents may occur within seconds/hours/days from one another. Each clerk review episode results in the transmission of separate Record Docketing Message sent to the CRMDE.
22. **No-Reject** – Court directive to require clerks to receive and persist all submitter/filer case submission information within the CRMDE. Local courts must apply best efforts to maintain and make accessible case submission information even if flawed or otherwise unusable for judicial review purposes. Clerks mark such submissions as “Deficient.” Partial acceptance of flawed/unusable case submissions is permitted, particularly if multiple lead/main documents are accepted by the local court. Payment credits and other related management processes apply and are requirements of the Electronic Payment Service.
23. **Pro Hac Vice** – Refers to an attorney from outside the jurisdiction who applies for and is granted permission to file in Arizona through a coordinated effort with a local Arizona attorney.
24. **Public-Facing Court Applications** – Any AOC-sponsored application that provides a service to the general public. Examples include Public Access to Court Documents, Fines/Fees and Restitution, and Electronic Filing.
25. **Signatures** – A digital facsimile or unique identifier associating the registered submitter/filer to case file submissions processed through the electronic filing system.

- 26. Smart Forms** – Specially created court documents that can guide submitters/filers through the process of completing those documents and submitting them to the court with little to no third-party assistance
- 27. Submitter/Filer** – These are the individuals who will use the electronic filing system to create, pay for, submit, and monitor the statuses of case file submissions. Submitters are those individuals who will submit case file information on behalf of filers. Filers represent the case and case participants.

3.2. SPECIFICATIONS

3.2.1. Mandatory Requirements

3.2.1.1. Mandatory Products and Services Requirements

Section 3.2.1.1 and 3.2.1.2. represent the mandatory deliverables of the proposed electronic filing system solution. Demonstrations confirming product compliance are required. For the purposes of this solicitation, if the following Mandatory Products & Services Requirements can be met, respondents may continue to the remaining sections of this solicitation.

No.	Mandatory Products & Services Requirements	Meets? (Y/N)
1	System runs 100% at the AOC and maintained by AOC staff, including the application of software patches supplied by vendor as part of ongoing maintenance and support. The system must be delivered with technical and system administration documentation covering installation, setup, configuration, and integration.	
2	System supports AOC Information Technology product standards for server operating systems (Microsoft Windows 2008 R2), database management systems (Microsoft SQL Server 2008 SP2), messaging systems (IBM MQ and local court-provided web services), and electronic mail (Microsoft Outlook and Simple Mail Transport Protocol) systems	
3	System is compliant with the OASIS Electronic Court Filing (ECF) LegalXML version 4 specifications and supports a single message exchange standard for all local court and case type implementations Note: At present message exchanges between the electronic filing system and the Superior Court in Maricopa County's "e-filer" system is implemented through an existing LegalXML versions 3.1 web service	
4	System provides an OASIS ECF LegalXML version 4 specification compliant table-driven Court Policy system	
5	System's Filing Assembly and Filing Review Major Design Elements interact in real-time with Case Management Systems – via the AOC Central Case Index (CCI) Environment – and Court Policy to supply selectable information and pre-fill case submission information on behalf of filers and clerks (e.g. case titles confirmed after automated case number validation, case participant selections, first appearances determination, case categories/types/subtypes and associated documents, etc.)	

No.	Mandatory Products & Services Requirements	Meets? (Y/N)
6	System fully integrates with a full-service, PCI-compliant online payment service that offers: <ol style="list-style-type: none"> 1. Real-time payment authorizations and captures in the following ways: a) Authorize and capture payment transactions via the FAMDE; b) Authorize payment transactions from the FAMDE and capture payment transactions from the FRMDE 2. AOC and local court accessible reporting capabilities, including payment reconciliation, payment tracking, and auditing support that draws its information from both the electronic filing system and payment system 3. Tokenization (aka reference transaction) functionality for credit card and debit card payment methods 4. Support for the settlement of payment transaction funds in one or both of the following ways: a) Settlement account with automated next-day disbursements directly into local court and AOC bank accounts; and b) Settle directly into the AOC and local court bank accounts, respectively 	
7	System simultaneously supports multiple local court Case Management Systems in all court jurisdictions	
8	System simultaneously supports internal (vendor) and external (local court) clerk review systems	
9	System supports secure third-party Filing Assembly Major Design Element (FAMDE) integration	

3.2.1.2. Mandatory Court Jurisdiction and Case Type Support

The electronic filing system must support the case types indicated by January 2013. For each specification indicate: a) if the requirements are met in the product's current implementation; b) if the requirements are being developed (provide implementation dates); or c) if the requirements could be met via new development efforts (provide proposed implementation dates). Vendors are encouraged to include explanatory information as they deem necessary for any item outlined herein.

No.	Mandatory Court Jurisdiction & Case Types Support	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?

No.	Mandatory Court Jurisdiction & Case Types Support	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	<p>Appellate (Supreme Court): Civil (Petitions for Review for Appeal Corporation Commission, Habeas Corpus, Industrial Commission, Juvenile, Mental Health, Special Action, Tax, and Unemployment Board Civil case types, including Accelerated Appeals for each), Criminal (Petitions for Review – Appeal, Post Conviction), Post Conviction, Death Penalty, Habeas Corpus, Judicial Conduct, Special Action, State Bar (Conditional Admission, Miscellaneous – Appointment of Special Investigator, Miscellaneous Legal Services Organization, Petition for Review – Admission on Motion, Petition for Review – Bar Applicant – Examination and Character and Fitness, Resignation (in Good Standing), Disciplinary – Appeal), Reinstatement, Disciplinary – Interim Suspension, Miscellaneous Other State Bar, Transfer Petition, Water Case Interlocutory Grand Jury, Civil Transfer, Criminal Transfer, Direct Civil Appeal (Elections), Original Compliant, Appointment of Capital Case Attorney, Extraordinary, Civil Certified Question,**Special Action Other.</p> <p><i>Full online initial and subsequent case submissions</i></p>			
2	<p>Appellate (Court of Appeals): Civil, Corporation Commission Appeal, Criminal, Electric Power Appeal, Habeas Corpus, Industrial Commission, Juvenile, Mental Health, Special Action, Tax, Unemployment Board Appeal. <i>Full online initial and subsequent case submissions</i></p>			
3	<p>General Jurisdiction (Superior Court in Maricopa County): General Civil <i>full online subsequent submissions only</i></p>			

No.	Mandatory Court Jurisdiction & Case Types Support	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
4	<p>General Jurisdiction (Superior Court in Pima County): General Civil Statewide <i>full online initial and subsequent case submissions</i></p> <p><i>Notes:</i></p> <ol style="list-style-type: none"> <i>1. The electronic filing system must provide local courts with a configurable option (on/off) enabling submitters/filers to identify individual documents, during the document upload process, requiring judge attention. The current electronic filing system implementation calls this configurable feature the “Judge Action Indicator,” which is configured today for the Superior Court in Pima County.</i> <i>2. Civil case types include, but are not limited to contract, medical malpractice, and tort)</i> 			

3.2.2. General Business Functionality

Provided that the Mandatory Set of Product Deliverables has been satisfied, vendors must complete the following general business work specifications. For all sections that follow, indicate: a) if the requirements are met in the product’s current implementation; b) if the requirements are being addressed in a current scheduled development effort (provide implementation dates); or c) if the requirements could be met via new unscheduled development efforts (provide proposed implementation dates). Vendors are encouraged to include explanatory information as they deem necessary for any item outlined herein.

3.2.2.1 Additional Court Jurisdictions and Case Types

It is desirable for the electronic filing system to support the following case types and functionality.

No.	Additional Court Jurisdictions & Case Types	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	General Jurisdiction (General Civil Statewide Full Online Electronic Filing Enhancements): Tax, Garnishments, Transcripts of Judgments, Name Changes, Probate (Guardianships, Conservatorships, Estates), Family Law, Domestic Violence (Protective Orders, Injunctions against Harassment, and Injunctions against Workplace Harassment), Juvenile, and Mental Health <i>Note: Each case type must be configurable by court</i>			
2	Limited Jurisdiction: Small Claims, Limited Civil, and Eviction Actions full online electronic filing with individual submitter/filer support			
3	Secondary Electronic Service			
4	Limited Jurisdiction: Small Claims, Limited Civil, and Eviction Actions full online electronic filing with external FAMDE system-to-system support			
5	Limited Jurisdiction: Domestic Violence (Protective Orders, Injunctions against Harassment, and Injunctions against Workplace Harassment) with individual submitter/filer support			

In addition to completing the following table, vendors are requested to describe their experience with and current product support for both initial and subsequent criminal case type electronic filing.

No.	Additional Case Types	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?

No.	Additional Case Types	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	General Jurisdiction: Criminal full online electronic filing with individual submitter/filer support			
2	General Jurisdiction: Criminal full online electronic filing with external FAMDE system-to-system support			
3	Limited Jurisdiction: Criminal full online electronic filing with individual submitter/filer support			
4	Limited Jurisdiction: Criminal full online electronic filing with external FAMDE system-to-system support			

3.2.2.2. Additional System Requirements

It is desirable for the electronic filing system product to support the following additional system features and functions. Complete this section as previously instructed.

No.	Additional System Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	<p>System should be flexible and configurable by local court. For example, modifications to existing on-screen questionnaires (e.g. explanatory text, questions, branching, hypertext links, etc.) or new on-screen questionnaires (e.g. court-supported case types) should be able to be created or altered or removed by AOC staff without vendor involvement (to the extent that existing interfaces are not altered).</p> <p>Note: Explanatory text includes, but is not limited, providing special instructions pursuant to Americans with Disabilities Act (ADA) requirements</p>			
2	System supports a three-tier architecture			
3	System is capable of operating at peak performance 24 hours a day, 7 days a week, 365 days a year, less time for scheduled maintenance			
4	System requires a zero-sized footprint on the submitter/filer computing devices			
5	System temporarily caches case file submissions exclusively for the duration of the submission process for disaster recovery and business continuity purposes			

No.	Additional System Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
6	<p>System purges cached case file submissions, based on a configurable time period, following the successful completion of CRMDE ingestion process</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Court is the sole authorized custodian of case file information (e.g. documents, meta data, etc.) submitted, either manually or electronically 2. Court retains and maintains all submitted case files 3. Court determines for the Vendor which case file documents may be released, to whom, in which format, under which conditions, and when on a case-by-case and/or scenario-by-scenario basis 4. Vendor shall not provide access to court records, official or unofficial, directly or indirectly, unless expressly authorized by the Court 5. If authorized by the Court, Vendor provides litigant/party access only to those case documents to which the litigant/party is associated 6. If authorized by the Court, Vendor provides access to documents prescribed by the Court to various other individuals or interested parties 7. With the exception of Issuance documents, vendor shall not retain and/or distribute copies of case file/document submissions 			
7	<p>System complies with the Arizona Government Information Technology Agency (GITA) Statewide Policy for Website Accessibility (P130) (http://www.azgita.gov/policies_standards/)</p>			

No.	Additional System Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
8	System provides an accessibility model in which web content authors, format designers, and software developers within budget units understand their roles in providing persons with disabilities, access to existing and developing State web sites			
9	System is designed for the general public with disabilities who are able to handle general-purpose web content under ordinary operating conditions			
10	System has the ability to present an Enterprise User License Agreement co-developed and in coordination with the AOC			
11	System has the ability to present banner notices to inform submitters/filers, AOC, and local courts of system outages (e.g. maintenance, repair, other)			
12	System provides AOC Support Center contact information to answer submitter/filer and local court questions			
13	System supports data storage capacities commensurate with a statewide electronic filing system, including capacity for works-in-progress as required			
14	System supports data transmission and storage security			
15	System simultaneously supports IBM MQ and local court web services for inter-MDE application communications			
16	System provides full reporting capabilities in all applicable MDEs			
17	System provides easy-to-use customer service and support administration tools to be used for troubleshooting/repairing, viewing system log files, and auditing case file submissions			
18	System provides administration and support tools for all applicable MDEs			
19	System provides security administration support for all applicable MDEs			

No.	Additional System Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
20	System supports initial and subsequent case submissions, which automatically posts directly to local court Case Management Systems, i.e., no manual clerk intervention required			
21	System supports third-party forms design and development tools that enables AOC staff to create forms that can seamlessly integrate with the electronic filing system			
22	System is capable of generating documents			
23	System is capable of stamping documents that it generates and receives from submitters/filers			
24	System is capable of generating and returning Issuance-stamped documents to submitters/filers			
25	System is capable of accepting and applying Issuance stamps to submitter/filer-attached documents			
26	System provides simultaneous support for No-Reject and Reject local court implementations			
27	System can auto-notify case participants when the CCI detects and communicates to the electronic filing system changes that have occurred in a case (e.g. Notices of Hearing)			
28	System supports publishable system-to-system interface specifications that enable third-party FAMDEs to submit and pay for case information sent in batch/bulk			
29	System includes a submitter/filer registration system that operates independently from or in tandem with other registration systems/functions supported within the electronic filing system environment			

No.	Additional System Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
30	System includes a submitter/filer registration system capable of distinguishing various access privileges for multiple individuals serving one or more submitter/filer organizations			
31	System includes a submitter/filer registration system capable of supporting other public-facing court applications			
32	System includes a local court registration system that operates independently from or in tandem with the submitter/filer registration systems/functions and distinguishes basic local court users from local court administrators			
33	System includes AOC administrator accounts that enable administrator-level access privileges to all or parts of the electronic filing system			
34	System includes an AOC “super-administrator” account that enables access privileges to the entire electronic filing system			
35	System applies Mountain Standard Time (MST) to all electronic filing activities			
36	System presents Mountain Standard Time (MST) to submitters/filers, clerks, and other system users throughout the electronic filing process			
37	System provides the capability to modify on-screen and forms text without having to recompile code, perform User Acceptance Testing, and schedule redeployments to Production			
38	System enables AOC and local court administrators to easily create, modify, and delete enterprise-wide system parameters and local court-supported case types and associated information (e.g. document types, document titles, fees) with no vendor involvement, provided there are no XML specification or message changes required.			

No.	Additional System Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
39	System simultaneous supports OASIS ECF LegalXML versions 3 and 4 message exchanges			
40	System is capable of readily adapting to AOC-extensions and modifications to OASIS ECF LegalXML versions 3 and 4 specifications			
41	System generates, maintains, and enables the reporting of all transaction logging data (e.g. type of activity, activity dates/times, case submission information) for all inter-FAMDE, FRMDE, LSMDE, and CRMDE communications for a configurable period of time			
42	System enables the collection of electronic filing data and statistics for court performance reporting purposes			
43	System has the ability to display and enable execution of hyperlinks to external websites for additional information or authorities Note: AOC should have the ability to setup, modify, and remove hyperlinks without vendor intervention			
44	System should enable the AOC and local courts through Court Policy to identify which case types, document types, or other matters require emergency/expeditious handling			

3.2.2.3. General Submitter/Filer Registration Requirements

It is desirable for the electronic filing system product to support the following filer registration features and functions. Complete this section as previously instructed.

No.	Filer Registration Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	System should provide a submitter/filer user registration function			
2	System requires all users to be registered and logged in prior to performing electronic filing tasks			
3	System enables unregistered submitters/filers to visit the electronic filing site and access various help and educational materials prior to registering and logging into the system			
4	System uniquely identifies individual submitters/filers through a single submitter/filer account, which includes the use of a registration system-wide unique electronic mail address			
5	System requires submitters/filers to provide a valid electronic mail address at the time of registration to successfully complete the registration process			
6	System verifies submitter/filer identities by sending them emails containing links that must be clicked by submitters/filers to complete the registration process			
7	System optionally enables AOC administrators to register submitters/filers/organizations and associate them with specific role types, e.g. prosecuting attorneys, law firms			

No.	Filer Registration Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
8	System should recognize that a single submitter/filer may access the electronic filing system in one or more capacities: e.g. a submitter/filer may be an attorney in one case and a self-represented litigant in another case; or a submitter/filer may be a court reporter in one case and a self-represented litigant in another case; or a submitter/filer may be a sole practitioner in one case and an attorney affiliated with a law firm in a different case			
9	System enables AOC administrators to define registrant roles/types and access associated with these roles/types			
10	System enables individual submitters/filers/organizations to setup and manage their own registration accounts			
11	System enables AOC administrators to approve submitter/filer/organization registration requests as an optional final step in the registration process			
12	System enables AOC administrators to disable any submitter/filer/organization account			
13	System requires submitters/filers/organizations to agree to an AOC/local court supplied user agreement as part of the registration process			
14	System requires all registrants to have a unique username and a strong password			
15	System encrypts stored registrant passwords, which AOC administrators cannot decode			
16	System encrypts communications that occur between all users of the electronic filing system and the electronic filing system modules			

No.	Filer Registration Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
17	System enables all users of the electronic filing system to change their respective passwords themselves following the steps described for first-time registrants (e.g. email-based account validations)			
18	System provides a configurable submitter/filer password expiration period			
19	System prevents password resets on disabled submitter/filer accounts			
20	System enables attorney registrants to identify themselves as attorneys and requires their bar number and bar association information			
21	System provides real-time interface to AOC-authorized external information sources that can validate attorney name, attorney bar number, attorney association, and attorney contact information			
22	System allows organization accounts to be distinguished by AOC-configurable attributes, e.g. non-Federal government agencies, non-government agencies, businesses			
23	System distinguishes between and provides AOC-configurable attributes for special submitter/filer role types and associated information for individuals who support court case processes, e.g. transcriptionists, court reporters, process servers			
24	System provides a way to identify individual submitters/filers as being fee-exempt for a specific case when the individual submitters/filers would otherwise be non-fee-exempt, e.g. Special Masters, Arbitrators			

No.	Filer Registration Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
25	System distinguishes between and provides special attributes for special submitter/filer role types for individuals who support filing processes, e.g. attorneys, county attorney/prosecutor, self represented litigants, judges, transcriptionists, court reporters, process servers, guardian ad litem, etc.			
26	System enables individual registrants to be associated with zero, one, or many organizations.			
27	System provides account management functions that support aggregating and managing accounts for all members of a single organization, such as a law firm or agency			
28	System prohibits organization accounts from being used to submit case file information to local courts, i.e., submitters/filers must be persons and not organizations			
29	System limits organization account functionality to administration purposes only			
30	System provides administrative controls that restrict organizational membership to only those individuals authorized by the organization			
31	System enables registered submitters/filers to delegate other registered submitters/filers to perform case file assembly and submission work on their behalves, e.g. paralegals login and submit case file information, including attorney-of-record profile information, on behalf of the attorneys they serve			

No.	Filer Registration Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
32	<p>System provides the ability to identify fee-exempt organizations, e.g. State of Arizona government agencies, legal services organizations¹</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Participation in the use of the system is voluntary for all attorneys and litigants until deemed otherwise by the Court 2. Fee establishment and modifications are subject to Court approval prior to their implementation 			
33	System provides the ability to identify non-fee-exempt organizations, e.g. Federal government, private businesses			
34	System enables submitter/filer delegates, when working on behalf of submitters/filers associated with fee-exempt organizations, to be exempt from all Application Fees and local court Filing Fees for all case file submissions			
35	System enables AOC administrators, at the AOC's discretion, to control the fee-exempt setting for organization accounts			
36	System enables organization members to register under an organization to which they are associated			
37	System communicates the fee-exempt status of a submitter/filer in XML messages sent from the FAMDE to the FRMDE and CRMDE			
38	System provides registration identification information for a submitter/filer in XML messages sent from the FAMDE to the FRMDE and CRMDE			

¹ Arizona Government Entities shall not incur filing fees per Arizona Revised Statute Title 12 Section 12-304: Exemption of state, county, city, town or political subdivision of a county from court fees (<http://www.azleg.gov/FormatDocument.asp?inDoc=ars/12/00304.htm&Title=12&DocType=ARS>); Vendor shall not assess a fee against case files submitted by Government entities

No.	Filer Registration Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
39	System communicates registrant profile data to FAMDE and CRMDE for Application Fee and local court Filing Fee calculation support, and for general case submission assembly support			
40	System provides registration system(s) capable of supporting other public-facing court applications supported by the AOC			
41	System allows an organization to control which payment instruments are associated with which users within the organization			
42	System provides support for both United States and International addresses and telephone numbers associated with registered submitters/filers			

3.2.3. General Major Design Elements Requirements

The following sections contain specific requirements associated with the various OASIS ECF LegalXML versions 3 and 4 Major Design Elements. Complete this section as previously instructed.

3.2.3.1 Filing Assembly Major Design Element (FAMDE)

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	System calculates case file submission Application Fees and local court Filing Fees based one or more of the following: registrant's profile, business rules and criteria (e.g. first appearance), case types and case subtypes and document types			
2	System provides fee waivers and deferrals support			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
3	System restricts the transmission of fee-exempt payment transaction information to electronic payment system			
4	System identifies and communicates both the submitter/filer and payor information to the FRMDE and CRMDE			
5	System makes credit card and bank account number aliases/nicknames available to authorized submitters/filers as they assemble and submit case file information to local courts			
7	System is capable of generating documents (e.g. Issuance documents, local court specific documents such as credit memos)			
8	System generates documents based on local court business requirements, case types, and other case type related criteria			
9	System-generated forms must conform to the AOC's forms design requirements			
10	<p>System requires submitters/filers to supply document titles for all documents included in a case file submission</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Document titles are different than document types, which are also values required to describe documents included in case file submissions 2. Document titles should be limited to 255 characters or an AOC-configurable parameter 			
11	System provides smart forms integration support (e.g. document attachments that contain data that the electronic filing system converts to AOC-OASIS LegalXML version 3 and 4 compliant messages)			
12	System enables submitters/filers to include/attach submitter/filer-generated documents in their case file submissions			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
13	System provides smart forms design and development tools for AOC use			
14	System provides submitters/filers the ability to locate and retrieve a library of AOC and local court-provided forms to be included in case file submissions			
15	System enables submitters/filers to save and later retrieve case file submission works-in-process			
16	System provides submitters/filers access to all local court case records, as permitted by the local courts, to which they are associated and authorized Note: Vendor should consider enabling non-case parties to submit case file information to local courts without giving them authorization to access case records, e.g. Process Servers, Court Reporters, Transcriptionists			
17	System provides submitters/filers access to and print capabilities for Issuance documents for service of process purposes			
18	System provides real-time and automated access to electronic filing payment reports via automated system-to-system data exchanges and on-demand downloads			
19	System provides on-demand access to electronic filing payment reports in “human-friendly” formats (e.g. Excel, PDF)			
20	System provides on-demand access to electronic filing payment reports in “automation-friendly formats (e.g. CSV, XML, ASCII)			
21	System enables the submission of and payments for individual and multiple case filings in a single submitter/filer interaction			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
22	System prohibits the transmission of attached documents that contain malicious content (e.g. viruses) or fail to meet the AOC's document file type standards, i.e., PDF, DOC, DOCX, and ODT			
23	System limits submitter/filer document attachments to the following Court-standard document types, configurable by court: PDF, DOC, DOCX, and ODT			
24	System enables document file types to be controlled at a document type level (e.g. proposed orders must be .DOCX, but other main documents can be PDF, ODT, or DOCX), configurable by local court			
25	System provides defenses against spam, denial-of-service, and other Internet attacks, such as spoofing and SQL-injections			
26	System provides a configurable means (e.g. via Court Policy, CCI feed, AOC managed tables, etc.) to restrict document file types permitted for a specified document type in case file submissions (e.g. Proposed Orders, Notices of Hearing)			
27	System allows the maximum file size of lead documents to be configured separately from the maximum size of their associated connected documents			
28	System provides a configurable means to restrict the size of documents by local court and other criteria			
29	System provides a configurable means to set limits on the number of lead documents contained in a case file submission			
30	System provides a configurable means to set limits on the number of connected documents associated with each lead document contained in a case file submission			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
31	System provides a configurable means to restrict document types permitted to be included in a case file submission as connected documents by local court and case type			
31	System enables submitters/filers to attach multiple renditions, as defined by LegalXML, of the same document			
32	System provides configurable error message and error code support			
33	System restricts or redirects submitter/filer activity based on error code results that occur during case file submission assembly Note: Error conditions include the inaccessibility to system resources, e.g. CCI Environment, local court electronic document management systems			
34	System is configurable to auto-notify submitters/filers of all case file submission statuses (e.g. court-received case submissions, clerk-accepted case submissions, etc.)			
35	System is configurable to auto-notify individuals identified by submitters/filers about any activity associated with individual case submissions (e.g. court-received case submissions, clerk-accepted case submissions, etc.)			
36	System auto-notifies submitters/filers when the CCI detects and communicates changes that have occurred in a case (e.g. Notices of Hearing)			
37	System provides submitters/filers ability to review notifications and messages within the FAMDE			
38	System supports Arizona's "no-reject" directive on all case submissions			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
39	System enables submitters/filers to correct “Deficient” case submission documents and data while retaining original case file submission dates and times			
40	<p>System provides a configurable option (on/off), by local court, that enables submitters/filers to indicate which documents contained in a submission should be seen by judges right away (aka “Judge Action Indicator” or JAI)</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. JAI should require submitters/filers to indicate with a Yes/No which document(s) do and do not require a judge’s attention 2. Record Filing Request Messages contain JAI information 3. Configurable per local court and other business-related criteria (e.g. case type) 			
41	System enables submitters/filers to include “Client Matter Numbers” per case file submission, which are used by law firms to associate case file submissions with internal customer account information			
42	<p>System persists “Client Matter Number” information for all applicable case file submission messages sent to FRMDE and CRMDE</p> <p>Note: This is an alphanumeric field of at least 100 characters in length</p>			
43	System presents “Client Matter Number” information in all applicable electronic filing system screens and reports to all applicable submitters/filers			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
44	System enables the “Client Matter Number” to be configurable at the submitter/filer organization level. This configuration includes the ability to make it a required field for everyone electronically filing on behalf of the organization.			
45	System provides configurable support for an enterprise case number and case number format mask for multiple case types			
46	System provides configurable support for local court-specific case numbers and local court case number format masks for all case types supported by local courts			
47	System supports third-party forms design and development tools that can be used by the AOC to create “smart forms,” which seamlessly integrate with the electronic filing system			
48	<p>System supports real-time requests for and retrievals of case file data and documents from local court CRMDEs via the AOC’s CCI Environment (CCI-Application, which serves as a front-end interface to the Central Case Index (CCI), Central Document Repository (CDR), and local court electronic document management systems)</p> <p>Note: The Superior Court in Maricopa County’s FRMDE web service must be used until the court migrates to the statewide OASIS ECF LegalXML 4 messaging standard</p>			
49	System verifies the active existence of local court cases via the CCI Environment			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
50	System is optionally capable of enabling submitters/filers to "sign" each case file submission asserting to its authenticity, conformance, and correctness Note: The submitter/filer registration account persists the filer's/submitter's signature information/images			
51	System must enable submitters/filers to select a local court to which case file submissions will be delivered			
52	System requires submitters/filers to identify the local court and case number when creating and submitting case file information, unless the case file submission is a request to initiate a case (in which case only the local court selection would be required)			
53	System enables the collection and distribution of case file submission information, supplied by submitters/filers, based on the local court, case category type, type of filing, and other business-related criteria			
54	System enables the presentation of submitter/filer-selectable information derived from external sources (e.g. CCI, Court Policy) during the case filing assembly process			
55	System provides Spanish and other non-English language support for submitter/filer presentation			
56	System enables the identification of parties needing court interpreters at the time of case initiation			
57	System restricts the transmission of fee-exempt transaction information to electronic payment system			
58	System provides support for both United States and International addresses and telephone numbers			

No.	Filing Assembly Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
59	System supports requiring submitters/filers to attach specific documents based on the document(s) to be included in case file submissions (e.g. enforcing the inclusion of specific document types, connected or lead documents, and the number of documents required in the case file submission)			
60	System supports the addition of new case parties through subsequent case file submissions under specific conditions (e.g. Motions to Intervene)			
61	System displays the words “Sealed document” with the filing date on the list of documents associated with a case when the document has a sealed flag as maintained in the CCI			
62	System enables support of submitters/filers to file Pro Hac Vice, which includes the collection of local and out of state attorney information			

3.2.3.2. Filing Review Major Design Element (FRMDE)

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	System’s FRMDE is separable into two self-contained modules: (1) Electronic Filing Manager (EFM); and 2) Clerk Review			
2	System securely persists all pending case file submission information, including documents, submission and payment receipt confirmations, and applicable clerk review decisions until such time that the CRMDE returns all associated case file submission NDCs and AOC-configurable purge criteria have been met			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
3	System provides FRMDE administrator(s) with the ability to establish case submission retention and purge criteria that extends the retention period Note: Purge criteria should be configurable by local court and case type			
4	System enforces document type classification assignments for FAMDE and submitter/filer-generated documents preferably via Court Policy			
5	System notifies submitters/filers with the filing status of submissions only after the CRMDE has confirmed docketing the information via Notify Docketing Complete message			
6	System enables clerk and court staff to login with a username and confidential password before being permitted to access clerk review functions			
7	System enables clerks and other court staff to search for all or a filtered subset of case submissions based on various search criteria (e.g. case participant roles, case types, document types, date ranges, locked case submissions, case file submissions with emergency/expeditious handling needs, etc.)			
8	System automatically locks access to case submissions once they have been opened by a clerk for review Note: System should allow other authorized clerks read-only access to locked case submissions			
9	System enables clerks to optionally preserve case file submission lock statuses for works-in-process until such time that the responsible clerk concludes the review process or deliberately releases the lock			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
10	System enables clerks to optionally persist case file submission lock statuses after the case file submission has been processed			
12	System enables authorized clerk administrators to override lock statuses of case submissions, i.e., unlock case submissions			
13	System enables authorized clerks to inspect all case file submission information provided by submitters/filers, including their associated documents, for completeness and accuracy regardless from which MDE the information was sent			
14	System enables authorized clerks to correct case file submission information provided by submitters/filers, including their associated documents, for completeness and accuracy regardless from which MDE the information was sent Note: Certain errors may occur during the CRMDE case file submission “ingestion” process, which clerks should be able to correct, e.g. incorrect case number			
15	System presents CRMDE and Court Policy information, in real-time, that can be selected by authorized clerks and made part of case file submissions during the review process			
16	System enables authorized local court clerk administrators to configure document disposition options (e.g. received, filed, issued, rejected, etc.)			
17	System enables case file submission dispositions independent from their associated document dispositions			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
18	System supports the application of rules, by local court and case type category, that may limit or constrain case file submission disposition options based on document disposition options (e.g. if any documents have been rejected, then only permit the case file submission to be marked “deficient”)			
19	System provides “deficient” case file submission handling capabilities that include the ability to return all or portions of case file submissions to submitters/filers for correction in the FAMDE			
20	System enables clerks to provide reasons for marking case file submissions “deficient”			
21	System preserves submitter/filer original case file submission dates and times for a configurable number of submitter/filer case file submission correction cycles			
22	<p>System enables clerks to take corrective action on case file submissions, such as optionally removing and replacing documents, adding additional documents, correcting submitter/filer-provided case file information, changing case numbers, and changing local court designations</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. The results of taking corrective actions may further result in fee changes. Vendor is requested to describe how they would address this potential issue. 2. Changed case numbers must be validated against the CCI Environment 			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
23	System provides Clerk Review including the ability to edit document types, document titles, case types, document type, case number , party roles (on initial cases) before ingestion into CMS and to review filer provided responses to questions			
24	System enables clerks to backdate submitter/filer case submissions			
25	System enables local court clerk administrators to temporarily remove or permanently purge deficient case file submissions from clerk review queues should these case file submissions exceed certain configurable parameters (e.g. review cycle times, number of case submission attempts)			
26	System must prevent clerks from modifying case file submissions, including their associated documents, once their reviews have been concluded and transmitted to the CRMDE			
27	System must enable clerks to access pending, works-in-progress, and concluded case file submissions for informational, trouble shooting, statistical reporting, and historical purposes			
28	System must automatically purge case file information, including documents, from its internal stores once the purge criteria have been met			
29	System provides simultaneous support for No-Reject and Reject local court implementations			
30	System optionally enables, based on AOC configurable parameters, the calculation of Application Fees and local court Filing Fees based on registrant's profile, case type business criteria, and document types			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
31	System provides document stamping capabilities that includes configured information provided by administrators and the dates and times case file submissions were sent from the FAMDE			
32	System directs message exchanges between FAMDE and CRMDE by leveraging data contained within LegalXML messages			
33	System determines whether to route case file submissions to local courts using a local court Clerk Review support or to a Clerk Review function provided by the electronic filing system			
34	<p>Message exchanges with OASIS ECF LegalXML 4 local courts operating their own Clerk Review systems are to be facilitated through IBM MQ</p> <p>Note: Due to the use of IBM MQ, Message Receipt Message is not implemented to respond to Record Filing Requests</p>			
35	Message exchanges with OASIS ECF LegalXML 3.1 local courts operating their own Clerk Review systems are to be facilitated through the local court's Web Services			
36	Provide defenses against spam, denial-of-service, and other Internet attacks, such as spoofing and SQL-injections			
37	System, if applicable based on the implementation approach, restricts the transmission of fee-exempt transaction information to electronic payment system			
38	System simultaneously supports the No-Reject and Reject-Permitted clerk review decisions by local court, case type, and other criteria based on available case submission data			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
39	System enables clerks and/or FRMDE (via auto-processing mode) to inform and enable submitters/filers to correct “Deficient” case file submissions			
40	System provides simultaneous support for automatic and manual processing of case file submissions by local court, case type, and other case file submission criteria			
41	System allows auto-processing feature to be configured on/off for specific local courts and local court supported case types			
42	System enables submitters/filers to correct “Deficient” case submissions while retaining original case file submission dates and times			
43	System is enabled to configure on/off, by local court and local court supported case types, the automatic assignment of case numbers to case initiation requests upon clerk review acceptance Note: Certain courts pre-loads case numbers in the FRMDE; whereas, other courts obtain their case numbers from the CRMDE. Both of these scenarios should be supported.			
44	System enables clerks to manually apply case numbers to clerk-accepted case initiation submissions			
45	System enables clerks to save their works-in-process			
46	System provides for real-time and automated access to electronic filing payment reports via automated system-to-system data exchanges and on-demand downloads			
47	System provides on-demand access to electronic filing payment reports in “human-friendly” formats (e.g. Excel, PDF)			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
48	System provides on-demand access to electronic filing payment reports in “automation-friendly formats (e.g. CSV, XML, ASCII)			
49	System prohibits the transmission of attached documents that contain malicious content (e.g. viruses) or fail to meet the AOC’s document file type standards, i.e., PDF, DOC, DOCX, and ODT			
50	System limits submitter/filer document attachments to the following Court-standard document file types, configurable by court: PDF, DOC, DOCX, and ODT			
51	System provides defenses against spam, denial-of-service, and other Internet attacks, such as spoofing and SQL-injections			
52	System uniquely identifies system and filer-generated documents, e.g. document type codes, document type descriptions			
53	System assigns and stamps documents with pre-loaded local court case numbers to new cases for local courts that do not receive case numbers from the CRMDE via automation			
54	System enables the stamping of electronic filing system generated documents (e.g. Issuances)			
55	System enables the generation of “Issuance” documents for specific case submissions that are made available to submitters/filers for service of process purposes			
56	System provides configurable error message and error code support			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
57	System restricts or redirects submitter/filer activity based on error code results that occur during case file submission assembly Note: Error conditions include the inaccessibility to system resources, e.g. CCI Environment, local court electronic document management systems			
58	System provides configurable manual and automated notifications/alerts support to submitters/filers via email and intra-electronic filing system messaging to FAMDE			
59	System provides configurable manual and automated notifications/alerts via email and intra-system messaging to judges and judge staff			
60	System provides OASIS ECF LegalXML v3/4 Court Policy support to configure case types, documents, Filing Fees, etc. per local court			
61	System provides AOC and/or local court-led Court Policy system administration support, including add, delete, and modify capabilities			
62	System's Court Policy function enables individual entries to be date and time marked for scheduled entry implementations and retirements			
63	System provides case type and clerk function security access controls			
64	System communicates case file submission statuses to FAMDE			
65	System displays case file submission statuses based on confirmed case file ingestion by CRMDE			
66	System enables clerks to route all or select parts of case file submissions to other FRMDE-registered local court staff prior to concluding the clerk review process			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
67	System provides FRMDE-registered local court staff to include routing instructions as part of the clerk review process			
68	System alerts FRMDE-registered local court staff when case file information is routed to them			
69	System provides recipients of routed case file information with the tools necessary to perform specific functions, such as continue routing case file information to other FRMDE-registered local court staff, comment or provide instructions, etc.			
70	System persists and communicates information provided by other reviewers to the originator of the routed case file submission information			
71	System prevents case information that is in the process of being routed for additional review by other local court staff from being accepted and transmitted to the CRMDE			
72	System supports multi-episode clerk reviews ²			
73	System enables the stamping of documents upon clerk acceptance based on local court configuration information, such as case category types, document types, lead or connected documents, and document disposition selection (e.g. filed, received, issued, rejected, issued, etc.)			
74	System enables document stamping based on local court configuration parameters, such as case type, document type and business criteria: 1) on a separate coversheet applied to or included with lead documents; or 2) on the first page of the lead document			

² See Glossary for additional information.

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
75	System must restrict submitters/filers from viewing stamped documents until docketing confirmation has been returned via Notify Docketing Complete messages sent from the CRMDE			
76	System will apply document stamps on pre-defined/ configured document locations for each stamp-eligible document supported by local courts			
77	System will include pre-defined/configured information in applied document stamps for each stamp-eligible document supported by local courts			
78	<p>System communicates Proposed Order and Issuance document information to the CRMDE via Record Filing Request messages regardless of the local court's decision to persist or not to persist said documents</p> <p>Note: Submitters/filers require copies of Issuance documents so that they can serve these documents</p>			
79	<p>System communicates case file submission clerk directives (e.g. filed, received, issued, rejected, issued, etc.) and any other related information added or modified by clerks via the Record Docketing Message, not the Core Filing Message</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. FAMDE information is contained within the Core Filing Message and Payment Message 2. Core Filing Messages, Payment Messages, and Record Docketing Messages are all communicated to the CRMDE in tandem 			

No.	Filing Review Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
80	System enables the submission of and payments for individual and multiple case files in a single system-to-system interaction			
81	System supports initial and subsequent case file submissions that automatically post to local court Case Management Systems, i.e., no manual clerk intervention required			
82	System supports the ability for the clerk to search/filter by emergency vs. non-emergency documents			
83	System supports the ability for clerks to see whether or not submitters/filers have marked the Judge Action Indicator (JAI)			
84	System allows clerk to view messages in the system associated with a particular case file submission			
85	System allows clerks to view document lists associated with a case in the same manner enabled submitters/filers			
86	System allows the clerk to view the history of the submission including any error messages generated by the Court Case Management System during the ingestion process			
87	System allows the clerk to view the payment transaction number provided to the filer			
88	System captures the date/time of clerk action on submission separate and independent from the file date			

3.2.3.3. Legal Service Major Design Element (LSMDE)

No.	Legal Service Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	System provides secondary service support that can be configured (on/off) system-wide and by local court			
2	System has the ability to enable primary service support			
3	System supports the distribution of discovery documents			
4	System enables submitters/filers to save and later retrieve works-in-process			
5	System provides for real-time and automated access to electronic filing payment reports via automated system-to-system data exchanges and on-demand downloads			
6	System provides on-demand access to electronic filing payment reports in “human-friendly” formats (e.g. Excel, PDF)			
7	System provides on-demand access to electronic filing payment reports in “automation-friendly formats (e.g. CSV, XML, ASCII)			
8	System prohibits the transmission of attached documents that contain malicious content (e.g. viruses) or fail to meet the AOC’s document file type standards, i.e., PDF, DOC, DOCX, and ODT			
9	System limits submitter/filer document attachments to the following Court-standard document file types, configurable by court: PDF, DOC, DOCX, and ODT			
10	System provides defenses against spam, denial-of-service, and other Internet attacks, such as spoofing and SQL-injections			
11	System uniquely identifies all system and filer-generated and attached documents			
12	System provides configurable error message and error code support			

No.	Legal Service Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
13	System restricts or redirects submitter/filer activity based on error code results that occur during case file submission assembly, e.g. , reason documents cannot be attached Note: Error conditions include the inaccessibility to system resources, e.g. CCI Environment, local court electronic document management systems			
14	System supports real-time notifications sent from all MDEs			
15	System calculates Application Fees based on AOC administrator configured parameters			

3.2.3.4. General Electronic Payment Service Support Requirements

It is desirable for the electronic filing system product to readily integrate with the following electronic payment service features and functions. Vendors are encouraged to provide information on options if they are capable of integrating with multiple payment providers. Complete this section as previously instructed.

No.	General Electronic Payment Service Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	Electronic payment system should accept major credit card, debit card, and optionally ACH payment methods			
2	Electronic payment system optionally supports subscription and drawdown payment accounts			
3	Apply payment processing fees in addition to other fees due per case file submission			

No.	General Electronic Payment Service Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
4	Support the processing of payment authorizations and captures in the following ways: 1) Authorize and capture payment transactions via the FAMDE; 2) Authorize payment transactions from the FAMDE and capture payment transactions from the FRMDE			
5	Provide tokenization functionality for credit card, debit card, and optionally ACH payment methods. Note: FAMDE must persist and present aliased tokens to the submitter/filer during the payment process.			
6	Provide support for payment tokens associated with organizations that must be made available to submitters/filers associated with their respective law firms			
7	Organization administrators should be enabled to assign payment tokens only to select submitters/filers within their respective organizations			
8	Provide a financial reporting capability for electronic payment transaction information, reconciliation, and auditing purposes, which is <u>derived from payments made through the FAMDE</u>			
9	Provide a financial reporting capability for electronic payment transaction information, reconciliation, and auditing purposes, which is <u>derived from payments made through the electronic payment system</u>			
10	Provide a financial reporting capability that is available to individual submitters/filers and organizations for their respective payment information, which is derived from payments made through the FAMDE			
11	Provide a financial reporting capability that is available to individual local courts and that provides payment information specific to individual local courts			

No.	General Electronic Payment Service Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
12	Provide a financial reporting capability that is available to the AOC and that provides payment information for all Arizona courts			
13	Access to the financial reporting capability must be secure through AOC administrative controls			
14	Financial reconciliation reports should derive its information from both the electronic payment system and FAMDE and have comparative elements that facilitate an automated reconciliation process			
15	Provide for real-time and automated access to electronic filing payment reports via automated system-to-system data exchanges and on-demand downloads			
16	Provide on-demand access to electronic filing payment reports in “human-friendly” formats (e.g. Excel, PDF)			
17	Provide on-demand access to electronic filing payment reports in “automation-friendly formats (e.g. CSV, XML, ASCII)			
18	Communicate/return dates and times associated with payment authorizations, when payments are required			
19	Support the settlement of payment transaction funds in one or both of the following ways: 1) Settlement account with automated next-day disbursements directly into local court and AOC bank accounts; and 2) Settle directly into the AOC and local court bank accounts, respectively			
20	Provide automated processes and administrative tools that provide support for customer-disputed charges and refunds initiated by the AOC and local courts			
21	Scalable capacity and functional capability to support the online payment processing needs of other AOC mission-critical applications			

No.	General Electronic Payment Service Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
22	The system must be in compliance with the Minimum Accounting Standards (MAS) laid out in Arizona Code of Judicial Administration 1-401 which can be found at: http://www.azcourts.gov/Portals/27/1-401_Effective_01-01-2012.pdf			
23	All modified transactions that result in changes in the case file submission payment amounts must be approved by submitters/filers			
24	System must transmit payor name (independent from submitter/filer name) in such a way that it can be transmitted in the Record Filing Request message			

Note:

The AOC is aware of and continues to explore electronic payment service options that complement the Court's electronic filing system business needs. The AOC reserves the right to select and negotiate a separate contract for electronic payment services with a provider other than the vendor selected for the electronic filing system. Should the AOC choose to select a third-party electronic payment solution, the solution will be expected to have a proven track record interfacing to and readily integrating with an established electronic filing system(s).

3.2.3.5. General Vendor Support Requirements

No.	General Vendor Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	Provide product maintenance and support services during standard and expanded Mountain Standard Time (MST) business hours			
2	Provide application maintenance, troubleshooting, and repair services			
3	Provide system design, tuning and performance optimization support services			
4	Provide toll-free product help desk support for AOC technical support staff			

No.	General Vendor Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
5	Provide optional toll-free product help desk support for customers			
6	Provide web-based product help desk support for AOC technical support staff			
7	Provide optional web-based product help desk support for customers			
8	Provide onsite technical product maintenance and support services			
9	Provide train-the-trainer support services			
10	Provide technical system setup, configuration, and integration documentation			
11	Provide application setup, configuration, and integration documentation			
12	Provide system administration documentation			
13	Provide application administration documentation			
14	Provide product training documentation for system and application administrators			
15	Provide product training documentation for submitters/filers, including user guides, tutorials, FAQs, etc.			
16	Provide product enhancement support services to facilitate the delivery of solutions that meet the Arizona courts changing business needs			
17	Provide smart forms design and development support services			
18	Provide formal business analysis support services (e.g. requirements elicitation, process workflows, documentation)			
19	Provide formal systems analysis support services (e.g. system design, information workflows, documentation)			

No.	General Vendor Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
20	Provide product change and release management support services Notes: <ol style="list-style-type: none"> 1. AOC has change and product release management procedures vendor is expected to support 2. Vendor must coordinate with and take direction from Court-appointed electronic filing governance and oversight committee(s) for the plan, design, development, test, operation, maintenance and support, repair and fix, enhance, and E-Filing System fee activities 3. Vendor must coordinate and receive AOC guidance and acceptance prior to implementing any changes to the electronic filing system 			
21	Provide a detailed description of how it informs submitters/filers, AOC, and local courts of planned/unplanned system outages			

3.2.3.6. General Process Management Support Requirements

No.	General Process Management Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1	Adhere to AOC Product Change Management Procedures, including general Software Development Lifecycle signoffs			
2	Adhere to AOC Product Release Management Procedures, including process signoffs			
3	Adhere to AOC Help Desk Trouble Ticketing Procedures, including process signoffs			

No.	General Process Management Support Requirements	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
4	Track product defects/fixes and enhancement requests/fulfillments in AOC's HP Quality Center			
5	Provide all vendor-generated business and systems analysis and design documentation to AOC Note: AOC approves and maintains copies of all associated documentation			
6	Vendor implements LegalXML specifications only after receiving signed AOC approval			
7	AOC approves and maintains all LegalXML specifications and associated documentation			

3.2.4. Other Vendor Product Features, Functions, and Services Information

This section is available for vendors to highlight product features, functions, and services that the AOC should consider in addition to those highlighted in previous sections of this document.

No.	Other Vendor-Provided Product Features, Functions, and Services Information	In Production Today?	In Development (Y/N)? Delivery Schedule?	New Development (Y/N)? Delivery Schedule?
1				
2				
3				
4				
5				
6				
7				
8				

3.3. VENDOR BUSINESS MODELS

Vendors responding to this RFP must provide detailed descriptions for both Firm Fixed-Price and Revenue-Sharing business models. Responses must include all costs for a perpetual/unlimited use software license for all software associated with the electronic filing system and annual maintenance and support. Optional pricing must also be included for providing software source code with the ability to modify the source code. Pricing/cost data should be aligned with the delivery schedule of both the baseline RFP requirements and the post-baseline RFP requirements.

No.	Vendor Product & Services Funding Models
1	<p>Firm Fixed-Price. Include:</p> <ol style="list-style-type: none"> 1. Software license cost (includes support for multiple test, training, and production environments managed by the AOC) 2. Enhancements costs for meeting the Mandatory requirements 3. Enhancements costs for addressing additional features and functions 4. Ongoing product maintenance and support cost 5. Hourly rate for product modifications and enhancements 6. Other hourly rates (provide detailed descriptions)
2	<p>Revenue-Sharing. Include:</p> <ol style="list-style-type: none"> 1. Revenue split proposal 2. Enhancements costs for meeting the Mandatory requirements (include a detailed explanation of how vendor proposes that these costs may be recovered by the AOC) 3. Enhancements costs for addressing additional features and functions (include a detailed explanation of how vendor proposes that these costs may be recovered by the AOC) 4. Ongoing product maintenance and support cost, if any 5. Hourly rate for product modifications and enhancements, if any 6. Other hourly rates, if any (provide detailed descriptions) <p>Notes:</p> <ol style="list-style-type: none"> 1. Vendors are requested to consider revenue-sharing models that: <ol style="list-style-type: none"> a. Include charging Application Fees for all case file submissions b. Exclude charging Application Fees except for case file submissions that include local court Filing Fees c. Include subscription fees d. Include software support for multiple test, training, and production environments managed by the AOC in the Revenue-Sharing Model.

No.	Vendor Product & Services Funding Models
3	Alternative Funding Model. Provide detailed descriptions, itemized costs, and an explanation of how vendor proposes that these cost may be recovered by the AOC. Include software support for multiple test, training, and production environments managed by the AOC in the Alternative Funding Model.

SECTION 4 VENDOR QUALIFICATIONS

The AOC is soliciting proposals from vendors that are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

1. Include a copy of their independently audited financial statements from the last three (3) years. Notes: Vendors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Court. Vendor proposals which do not include or do not include sufficient information regarding their financial stability may be negatively impacted.
2. Provide ownership of all source code for all applications delivered and required to run the statewide electronic filing system to the AOC.
3. Provide a project schedule for the vendor portion of the delivery of the baseline RFP requirements.
4. Provide a project schedule for the delivery of the post-baseline RFP requirements.
5. Any additional descriptive/narrative data the proposer wants to submit may be included in this section.

SECTION 5 PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original one (1) digital copy, and seven (7) paper copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 4:00PM, Arizona Time, June 15, 2012.
 - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 6).
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criterion/Factor	Relative Importance
A. Ease of Use by Commercial and Public Consumers	20%
B. Completeness of Solution (Administrative, Business, and Technical)	20%
C. Integration with AOC Operational Environment	20%
D. Flexibility of Solution (e.g. Time, effort, and cost required to setup and customize, degree to which configurability can occur with little to no vendor involvement)	15%
E. References / Reputation	15%
F. Total Cost, including to AOC and Consumers	10%

SECTION 6
PROPOSAL SUBMITTAL DOCUMENTS

The following materials must be submitted as part of a vendor response:

1. Proposal Submittal Letter (see page 63)
2. Proposal References (see page 64-65)
3. Vendor Profile (see page 66)
4. Vendor Business Models and associated pricing information (see Section 3.3, page 58)
5. Vendor's response to Specifications, Section 3 tables: 3.2.1 Mandatory Requirements, 3.2.2. General Business Functionality, 3.2.3. General Major Design Elements and 3.2.4. Other Vendor Product, Features, Functions, and Services Information.
6. Financial Statements (see page 60)
7. A description of exceptions (if any) to the sample contract terms provided in Section 7 of the RFP. Any exceptions to the sample contract terms must be noted in the vendor response.
8. Additional Data (any additional descriptive/narrative data the vendor wants to submit.

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Ms. Melba Davidson
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Ms. Davidson:

In response to your Request for Proposals (RFP) number 12-06, the following response is submitted

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. my company will comply with the requirements set forth in the RFP;
3. the materials requested by the RFP are enclosed;
4. all information provided is true, accurate, and complete to the best of my knowledge;
5. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

Signature of Authorized Official Date

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES
(Use as page 2 of proposal)

Vendor shall provide the following reference information for all current customers for whom the vendor has provided its services for a similar size and scope as this solicitation. Vendor should provide an adequate description of the services provided for the Court to understand the nature of the services. Vendors should also provide business and technical contacts for reference checks. Add page(s) if additional space is needed.

-
1. Client Name: _____
 Address: _____
 City/State/Zip Code: _____
 Primary Contact: _____
 Telephone Number: _____
 Email Address: _____
 Length of Relationship with Client: _____

 2. Client Name: _____
 Address: _____
 City/State/Zip Code: _____
 Primary Contact: _____
 Telephone Number: _____
 Email Address: _____
 Length of Relationship with Client: _____

 3. Client Name: _____
 Address: _____
 City/State/Zip Code: _____
 Primary Contact: _____
 Telephone Number: _____
 Email Address: _____
 Length of Relationship with Client: _____

 4. Client Name: _____
 Address: _____
 City/State/Zip Code: _____
 Primary Contact: _____
 Telephone Number: _____
 Email Address: _____
 Length of Relationship with Client: _____

 5. Client Name: _____
 Address: _____
 City/State/Zip Code: _____

Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

6. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

7. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

8. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

9. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

10. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

Comment on any partnership(s) with other vendors.

**SECTION 7
TERMS AND CONDITIONS**

The successful bidder will be required to sign a contract containing substantially the same terms and conditions as presented in this Section. Any exceptions to the contract language must be listed in the response.

Arizona Supreme Court
Administrative Office of the Courts

Solicitation No.: _____
Vendor: _____

"Court" means the Arizona Supreme Court, Administrative Office of the Courts. "State" means the State of Arizona and its departments, agencies, boards and commissions. "Contract" or "Agreement" means the agreement between the Court and the vendor named, including all attachments and other documents incorporated by reference. "Contractor" means the vendor named above.

SPECIAL TERMS AND CONDITIONS

1. At no additional cost to the Court, the contractor shall provide telephone-based customer support service for applications, equipment operation, and troubleshooting for a term of the contract from the date of acceptance by the Court.

2. In reference to court documents and records access, the Contractor shall not utilize its connectivity to court databases or document repositories for any purpose other than those explicitly stated in the statement of work. The Contractor shall not have any ownership of any court documents or data at any time. The Contractor shall be entitled to access court documents and data, but only to the extent reasonably necessary to perform its functions and obligations under this scope of work.

3. The Contractor shall not use the Court's information for any purpose except as authorized by the statement of work and shall also be held responsible for knowing and complying with security measures applicable to the classification assigned to data and documents by their designated owners.

4. Any materials, including reports, computer programs and other deliverables, created under this Contract, excluding those contained in licensing provisions are the sole property of the Court. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Court. It is further agreed that ownership of all records relating to this Contract resides exclusively with the Court, regardless of the repository from which they are accessed.

5. Upon request by the Court, the Contractor must disclose any existing strategic alliances, partnerships, or subcontracting arrangements that the Contractor has which involve the processing and/or use of court data or documents acquired pursuant to this Contract.

6. When the Contract Term ends or in the event the Contract is terminated with or without cause, the Contractor, whenever determined appropriate by the Court, shall assist the Court in the transition of services to other Contractors or the Court. Such assistance and coordination shall include but not be limited to, the forwarding of Contract works, electronic files and other records as may be necessary and to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all performance under this Contract, to include management/administrative services until the transition of services is complete and all other requirements of this Contract are satisfied.

7. During the course of this Contract, if deemed in the best interest of the Court, an extension of time may be granted by written mutual agreement. The due date of delivery of an assignment may not be extended without written authorization of the Court. To be considered, requests for extension must be submitted by the Contractor, in writing, no less than five (5) working days prior to the original due date. Due date extensions will not be granted without compelling cause. A compelling cause will, in most cases, be a change order or revision initiated by the Court. However, any time extension so granted shall not constitute or operate as a waiver by the Court of any of its rights herein.

8. The RFP and Contractor's Response are incorporated by reference and made a part of this Contract. In the event of a conflict between these documents, they shall be interpreted in the following order of precedence:

- A. This Contract
- B. The RFP
- C. The Contractor's Response(s)

STANDARD TERMS AND CONDITIONS

1. **Certification.** By execution of this Contract, Contractor certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.
- C. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this

Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.

- D. No individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business. This paragraph does not apply to payment of fees for assistance in marketing, installation, and support or for any other purpose in performance of this Contract.
2. **Availability of Funds.** Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of the Contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Court for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under the Contract and shall keep the Contractor informed as to the availability of funds. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.
3. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract and any dispute thereunder. Any action relating to this Contract shall be brought in an Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply and do not require an amendment to this Contract.
4. **Arizona Procurement Code.** The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Supreme Court Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (Judicial Branch Procurement Rules) are incorporated as a part of this document as if fully set forth herein.
5. **Entire Agreement.** The Contract contains the entire agreement between the Court and the Contractor concerning the subject transaction and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
6. **Amendments.** This Contract shall be modified only by a written Contract amendment signed by persons duly authorized to enter into contracts on behalf of the Court and the Contractor.
7. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
8. **Conflicts of Interest.** The Court may cancel this Contract without penalty or further obligation pursuant to ARS § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Court is or becomes at any time, while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Cancellation shall be effective when written notice from the Court is received by all parties to the Contract unless the notice specifies a later time.

9. **Severability.** If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

10. **Relationship of the Parties.** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and taxes or Social Security payments shall not be withheld from a Court payment issued hereunder.

11. **Interpretation.** This Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Arizona procurement code or the Judicial Branch Procurement Rules is used in this Contract, the definition contained in this code or these rules shall control with the provisions of the Judicial Branch Procurement Rules governing in the case of conflicting terms.

12. **Assignment - Delegation.** No right or interest in this Contract shall be assigned by the Contractor or the Court without prior written permission of the other party, and no delegation of any duty of the Contractor or the Court shall be made without prior written permission of the other party. The Court and the Contractor will not unreasonably withhold approval and will notify the other of its position within 15 days of receipt of written notice by the other. Any attempt to assign any of the rights, duties or obligations of this Contract, or otherwise assign any item acquired under this Contract, without such consent is void.

13. **Subcontracts.** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Court. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Court shall not unreasonably withhold approval and shall notify the Contractor of the Court's position within 15 days of receipt of written notice by the Contractor.

14. **Rights and Remedies.** No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

15. **Disputes.**

A. Contract Administrator Procedure. If any dispute arising under this Contract is not disposed of by agreement between the parties within thirty (30) days, then the Court contract administrator identified in this Contract shall decide the dispute in writing and send a copy of the decision to Contractor.

B. Appeals. If the Court contract administrator's decision is not acceptable to Contractor, the dispute shall be resolved in accordance with the procedures set forth in Supreme Court Administrative Policy 7.04.

C. Continued Performance. The Court and the Contractor agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract that are not affected by the dispute.

D. After exhausting applicable administrative reviews, the parties agree to use arbitration where the sole relief sought is monetary damages of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest and costs, pursuant to A.R.S. § 12-1518.

16. **Warranties.** Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified, and any inspection incidental thereto by the Court, shall not alter or affect the obligations of the Contractor or the rights of the Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.

17. **Indemnification.** The parties to this contract agree that the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Court as a result of entering into this contract. However, the parties further agree that the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards and commissions shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

18. **Overcharges by Antitrust Violations.** The Court maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Court any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

19. **Force Majeure.**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force

majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

- B. Force majeure shall not include the following occurrences:
- (1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - (2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- C. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

20. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

21. **Records.** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §35-214 and §35-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the Supreme Court or any other court doing business under this Contract. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.

22. **Advertising.** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the Court. The Court shall not unreasonably withhold permission.

23. **Right to Inspect Plant.** The Court may, at reasonable times, and at the Court's expense, inspect the plant or place of business of Contractor or a subcontractor, which is related to the performance of any contract as awarded or to be awarded, in accordance with the Judicial Branch Procurement Code.

24. **Financial Audit.** At any time during the term of this Contract, the Contractor's financial operations related to this Contract may be audited by the Court, by auditors

designated by the Court, or by any other appropriate agency of the state or federal government.

25. **Inspection and Acceptance.** All material, service and construction are subject to final inspection and acceptance by the Court. Material, software or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the termination clause set forth in this document.

26. **Liens.** All goods, services and other deliverables supplied to the Court under this Contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the Court. Upon request of the Court, the Contractor shall provide a formal release of all liens.

27. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice and acceptance by the Court. Payment shall be subject to the provisions of ARS Title 35. The Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. The Court will make every effort to process payment for the purchase of goods or services within (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment for deliverables subject to an acceptance test shall be made within 30 days following acceptance. Any amount that is due after (30) calendar days will be considered past due.

28. **Licenses and Permits.** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **Insurance.** Without limiting any liabilities or any other obligation of the Contractor, the Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Neither the Court nor the State of Arizona in any way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: *“The Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”*.
 - b. Policy shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Technology/Network Errors and Omissions Insurance

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;

- Computer viruses, Trojan horses, worms and an other type of malicious or damaging code;
 - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
 - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
 - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
 - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
 - Loss or disclosure of confidential information no matter how it occurs;
 - Systems analysis;
 - Software design;
 - Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. The Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be

covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to Ms. Melba Davidson, 1501 W Washington, Suite 105, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Court and the State of Arizona in no way warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **Verification of Coverage:** Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Ms. Melba Davidson, 1501 W Washington, Suite 105, Phoenix, AZ 85007. The Court's contract number and project description shall be noted on the certificate of insurance. The Court reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the Court separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Court. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
30. **Safety Standards.** All items supplied on this Contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association standards.
31. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Court. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Court.
32. **Patents and Copyrights.** The Contractor will, at its expense, defend the Court against any claim that any item furnished under this Contract infringes a patent or copyright in the United States or Puerto Rico. The Contractor will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Court will give the Contractor prompt written notice of any such claim and allow the Contractor to control, and fully cooperate with the Contractor in, the defense and all related settlement negotiations.

If the use of any item furnished under this Contract becomes, or the Contractor believes is likely to become, the subject of such a claim, the Court will permit the Contractor, at the Contractor's option and expense, either to secure the right for the Court to continue using the item or to replace it or modify it so that it becomes non-infringing so long as the item continues to meet the specifications of the original Contract. However, if neither of the foregoing alternatives is available on terms which are reasonable in the Contractor's judgment, the Court will return the item upon the Contractor's written request. The Contractor will grant the Court a credit for returned items in the full amount of the purchase price.

The Contractor shall have no obligation with respect to any such claim based upon the Court's modification of the item or its combination, operation or use with apparatus not furnished by the Contractor.

This paragraph states the Contractor's entire obligation to the Court regarding infringement or the like.

33. **Taxes.** The Arizona Supreme Court is exempt from Federal Excise Tax, including the Federal Transportation Tax. The Court will pay all applicable taxes resulting from this Contract or activities hereunder exclusive of taxes based on Contractor's net income. Sales tax, as required, shall be indicated as a separate item on all invoices.

34. **Other Contracts.** The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall reasonably cooperate with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

35. **Termination.**

A. The Court reserves the right to terminate the whole or any part of this Contract due to failure by the Contractor to carry out any material obligation, term or condition of the Contract. The Court will issue written notice to Contractor for acting or failing to act as in any of the following:

- (1) The Contractor provides material that does not meet the specifications of the Contract;
- (2) The Contractor fails to adequately perform the services set forth in the specifications of the Contract;
- (3) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
- (4) The Contractor fails to make progress in the performance of the Contract and/or gives the Court reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

B. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response. During the ten day period, the parties will have an opportunity to address the concern. If the response is considered unsatisfactory, the Court will so indicate and participate in continued discussion toward resolving the concern. This process will continue during the ten day period until the concern is adequately addressed. Failure on the part of the Contractor to satisfactorily address all issues of concern by the end of the ten day period may result in the Court resorting to any single or combination of the following remedies:

- (1) Cancel the Contract;
- (2) Reserve all rights or claims to damage for breach of any covenants of the Contract;
- (3) Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis confirm a material noncompliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
- (4) In case of default, the Court reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code. The Court may recover any reasonable actual excess costs up to the greater of \$100,000 or the purchase price of the equipment or services that are the subject matter of, or directly related to, the cause of action, from the Contractor by:

- (a) Deduction from an unpaid balance;
- (b) Collection against any bid and/or performance bond, or:
- (c) Any combination of the above or any other remedies as provided by law.

C. Undue Influence. The Court may, by written notice to the Contractor, also terminate this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such Contract. If the Contract is terminated under this section, the Court shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers shall not be prohibited by this paragraph.

D. Conflicts of Interest. The Court may cancel this Contract without penalty or further obligation pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Court is received by all parties to this Contract, unless the notice specifies a later time.

36. **Price Reduction.** A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

37. **Installation.** Any order, acceptance or other document evidencing a purchase under this Contract for equipment or software shall describe the responsibilities of the parties regarding installation of the goods ordered, including the establishment of the date of installation.

38. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

39. **Independent Contractor Status.** Contractor is an independent contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the State of Arizona or the Court.

40. **Failure to Waive Compliance.** Acceptance by administration of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

41. **Certification of Employee Status.** Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee, except a bona fide employee maintained by Contractor to secure business.
42. **Public Record.** This Contract is a public record, available for review, as required by state law.
43. **Criminal History Check.** The Court may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.
44. **Scrutinized Business Operations.** Pursuant to A.R.S. §35-391.06 and 35.393.06 the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. §35-391 or and 35-393, as applicable. If the Court determines that the Contractor submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.
45. **Compliance with the Arizona Legal Workers Act. A.R.S. §41-4401**
- a. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants in compliance with A.R.S. §23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”). If this compliance requirement disqualifies any of Contractor’s key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this Contract.
 - b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - c. The Court retains the legal right to audit and inspect the papers of any of Contractor’s employee or subcontractor’s employee who works on the contract to ensure that Contractor’s personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph
46. **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the AOC or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant

back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

47. **Suspension or Debarment.** The AOC may, by written notice to the Contractor, immediately terminate this Contract if the AOC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

48. **Ownership of Information.** Title to all reports, information, or data, prepared by Contractor in performance of this Contract shall vest with the Court. Subject to applicable state and federal laws and regulations, Court shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

Deliverables provided by Contractor hereunder may contain Contractor’s pre-existing works, including but not limited to forms, techniques, processes, methodologies, and general know-how (“Contractor Pre-Existing Works”). In connection with any Contractor Pre-Existing Works provided to Court hereunder, Contractor grants the Court a non-exclusive, perpetual, worldwide, fully paid-up, royalty free license to make, use, copy, reproduce, modify, make derivative works thereof, and/or distribute the Pre-Existing Works and such derivative works.

49. **Notices.** Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and Contractor's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

NOTICE TO THE COURT:
Administrative Office of the Courts
1501 W. Washington #415
Phoenix, AZ 85007
Attn: Jim Price

NOTICE TO THE CONTRACTOR:
[insert mailing address for
vendor’s representative and
representative’s name]
Attn: _____

50. **Amendments and Waivers.** Amendments to this Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of this Contract shall be waived or modified without a written amendment to this Contract.

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS

[VENDOR NAME]

BY: _____

BY _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Social Security or Federal Employer I.D. No.:
