



# ARIZONA SUPREME COURT

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

Request for Proposals

RFP 12-01

Remote Access to Court Documents and Bulk Data System

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## **SECTION 1 INTRODUCTION AND OVERVIEW**

### **1. Introduction**

The Arizona Supreme Court (hereinafter referred to as the Court) is requesting proposals from qualified bidders to provide remote access to court documents and bulk data using an e-commerce system to provide timely fulfillment of requests for court documents, subscriptions for bulk data, and creation of customized queries/data reports. The Arizona Supreme Court's Administrative Office of the Courts (AOC) and local courts maintain the information repositories that will feed the online access system. The AOC will provide the standard interface through which the vendor will request and retrieve court documents and case information.

Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 4:00PM, Arizona Time, April 13, 2012, in accordance with the schedule below.

The public opening will be conducted on April 13, 2012 at 4:00PM, Arizona Time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

### **2. Proposers' Conference**

A Proposers' Conference will be held on March 30, 2012, at 10:00AM, Arizona Time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

The Court does not intend to record or disseminate any of the communications that may occur at the Proposers' Conference, to include questions and answers. Attendance at the Proposers' Conference is not mandatory; however, prospective vendors are strongly encouraged to attend. Vendors should be prepared to seek a response to any inquiries, clarifications, or suggested changes to include any submitted in writing prior to the Proposers' Conference, or contemplated to be submitted in writing. Vendors should come to the Proposers' Conference fully prepared to seek clarification and Vendors should not expect that the Court will respond in writing to written questions or inquiries, except as determined necessary to amend the solicitation. The Court makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide clarification.

### 3. Proposal Schedule

<b>Activity</b>	<b>Date</b>
a. Request for Proposals (RFP) Published	March 15, 2012
b. Deadline to Submit Written Questions	March 22, 2012
c. Proposer's Conference	March 30, 2012
d. Proposal Due Date	April 13, 2012

The Court reserves the right to deviate from this schedule.

- \* **Proposals received after 4:00pm, Arizona Time, April 13, 2012, will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

### 4. Proposal Evaluation

Following the public proposal opening, 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.

### 5. 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.

**6. 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 12-01 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.

### 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: Indicates mandatory requirement.  
C. Must: Denotes the imperative.  
D. Should: Indicates a preference.

**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 March 22, 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

Verbal responses to written inquiries will be answered informally at the Proposers' Conference. Verbal responses or instructions shall not constitute an amendment to this Request for Proposal. If deemed necessary, material issues raised at the conference that result in changes to the solicitation will be posted to the Arizona Judicial Department's 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, April 13, 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 (7) 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, April 13, 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 bidders 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**

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's Administrative Office of the Courts (AOC) seeks a vendor partner to provide an online public access system to retrieve court documents and bulk data using an e-commerce system to provide timely fulfillment of requests for court documents, subscriptions for bulk data, and creation of customized queries/data reports. The AOC and local courts maintain the information repositories that will feed the online public access system. The AOC will provide the standard interface through which the vendor will request and retrieve court documents and case information.

The vendor business models considered for this engagement include firm-fixed price, revenue sharing, or a hybrid of the two. An additional, optional model exists for any premium services being proposed. The principal financial goal for this service is to be self-funded including regular service enhancements and technology refresh within three to five years.

Customer service fees will be based on an agreed upon set of metrics that include the total cost of service ownership and estimates for the number of product units or volume (documents, data) to be sold in a given year. The vendor is encouraged to reference models applied in other similar engagements. The aforementioned metrics may be subject to change depending on actual demand. All fees and pricing must be pre-approved by the Supreme Court Administrative Office of the Courts.

#### **3.1.2. Definitions**

1. ACJA means Arizona Code of Judicial Administration
2. API means Application Programming Interface
3. CCI means Central Case Index.
4. CDR means Central Document Repository.
5. CMS means Case Management System.
6. EDMS means Electronic Document Management System.
7. ESB means Enterprise Service Bus
8. GJ means general jurisdiction
9. LJ means limited jurisdiction

- 10.** MAS: means Code of Judicial Administration, Minimum Accounting Standards (ACJA § 1-401)
- 11.** Bulk data means all or a significant subset of the non-confidential case data maintained in a court's case management system, either with or without modification or customized compilation.
- 12.** Vendor partner denotes vendor, offeror, bidder, contractor.

## 3.2. BACKGROUND

The following information describes work the Court has done to lay the groundwork necessary to enable public access to Court information.

The Arizona state court system has been engaged in improving the efficiency and responsiveness of the courts through the application of technology and business process engineering since the early 1990s. Every court in the state has an automated case management system and is connected to a digital communications network. Additionally, all of the general jurisdiction (GJ) courts have an electronic document management system (EDMS) and an ever-increasing number of courts have begun scanning paper filings they receive as a prerequisite to achieving the goal of eliminating paper altogether.

As electronic document management systems and electronic filing have become more common across the state, the Judiciary is also creating a central index of cases filed and an access site for all electronic court documents using its Enterprise Service Bus (ESB). Creation of an interface through which public access to the central index of cases filed, in lieu of individual court sites, supports a unified, statewide approach to e-filing and document access. It creates ease of access for the public to court case filings and documents while improving costs, efficiency, and data security.

Included in this document at section 3.4 is a description of the Court's technology environment.

### 3.2.1. Project Overview

The vendor partner must provide (Pricing Model 1a) (see Appendix C):

1. An easy-to-use Internet/web-based application that:
  - a. Enables the general public, Arizona citizens, and commercial interests to locate, retrieve, view, print, and pay for court case documents and/or related case data (see Note 1);
  - b. Offers an array of AOC-configurable governors that can, for example, limit and account for the:
    - i. Number of documents that can be retrieved and/or purchased per customer transaction (1 to n).
    - ii. Amount of data retrieved and/or purchased per customer transaction (e.g. megabytes, by case type, etc.).
    - iii. Fee-eligibility of specific types of customers (organizations and individuals).
  - c. Supports ad hoc and pre-defined query capabilities, including custom query requests that would be escalated to AOC to approve and create custom indexes for fulfillment.

- d. Delivers court documents and/or case data in near real-time, unless delayed for certification and/or redaction.
2. Integrates with an AOC-designed Application Programming Interface (API), such as a web service, that provides access to court case documents and/or related case data via the AOC's Central Case Index (CCI) infrastructure, based on the parameters passed.
3. Contains security layers that ensure adherence to applicable Arizona court rules governing access to court case documents and/or related case data such as:
  - a. A customer account registration mechanism that enables customers to have their identities verified prior to any vendor services being provided;
  - b. A customer account registration mechanism that allows the AOC to manage all existing accounts (e.g., establish customer security roles and access privileges);
  - c. Limiting access to purchased court case documents for a specified period of time that complies with AOC's instructions;
  - d. Employing secure Sockets Layer (SSL) communications between customer and vendor;
  - e. Employing dedicated private network connection between vendor and AOC.
4. Enables payment for access to documents and/or case-related data online through electronic means in a manner as automated as possible that will meet the needs of the majority of customers and the AOC. The vendor must propose:
  - a. A solution for the way payments will be taken from the customer accessing the documents and how funds from these payments will be received by the AOC.
  - b. Best accounting practices to ensure proper handling of public funds.
5. For internal AOC audit purposes only, logs customer activity by date and time for accessing specific court case documents as well as specific court case data. Customers shall be able to review information they have requested through the site for billing reconciliation purposes. Vendor shall not make available logs/audit information to any organization or individual outside of the AOC. Audit-related information shall be collected by the vendor and provided to the AOC on a pre-defined schedule.
6. A comprehensive narrative that describes:
  - a. Transition of any technology developed or used by the vendor during the engagement to the AOC, including optional items and "premium" services.
  - b. The strategy for exiting the project ("Transition Services") taking into account the need to ensure a seamless transition for users and maintaining adequate controls and accountability for all online activities in the following situations, as a minimum:

- i. Vendor goes out of business, is sold, or decides to otherwise no longer provide contracted service
  - ii. AOC policy change terminates sale of data and documents
  - iii. Contract expires and AOC selects another vendor or AOC takes over the operation and support of the service in-house.
- 7. A documented product release and change management methodology with detailed process flow that includes:
  - a. Coordination points with the AOC;
  - b. Support for product enhancements, new releases, and configuration changes;
  - c. Associated release notes and revised product documentation.
- 8. Documented service levels, especially availability commitments, response times for support calls, and problem resolution times.
- 9. A customer support model, the levels of customer support offered, and details therein.
- 10. Allows for or provides free access to criminal case minute entries to meet requirements of Arizona Revised Statutes (A.R.S.) §12-283(J) (see Note 2). The Court may choose to offer free access to data and documents needed by certain government entities to fulfill their public purposes.
- 11. Complies with the [Judicial Branch Enterprise Architecture Standards Table](#) or is granted written exception by the contract manager.

Notes:

- 1. Only the Court will maintain case documents and/or case data. At no time will the vendor or any other third-party be permitted to store, copy, or otherwise make use of this information for any purpose other than that described within the RFP. Data and documents associated with electronic filings shall remain available to filers through AZTurboCourt, a web-based service that exists separate from this scope of work.
- 2. The Court shall continue to maintain its free public online access to minimal case data, lists of case-related documents, and criminal minute entries regardless of vendor's offering. If the facility providing free public access shall be supplied by the vendor, the vendor shall protect Court data from customers' mining activities and the Court from any legal liability associated with mining.

Pricing Model 1b incorporates components above in a software-only approach for operation and installation by the AOC and no transaction or processing-related services.

Pricing Model 2 incorporates all components above but under a transaction-fee arrangement only.

Pricing Model 3 incorporates all components above but under a combination of fixed-fee and transaction-fee pricing (see Appendix C).

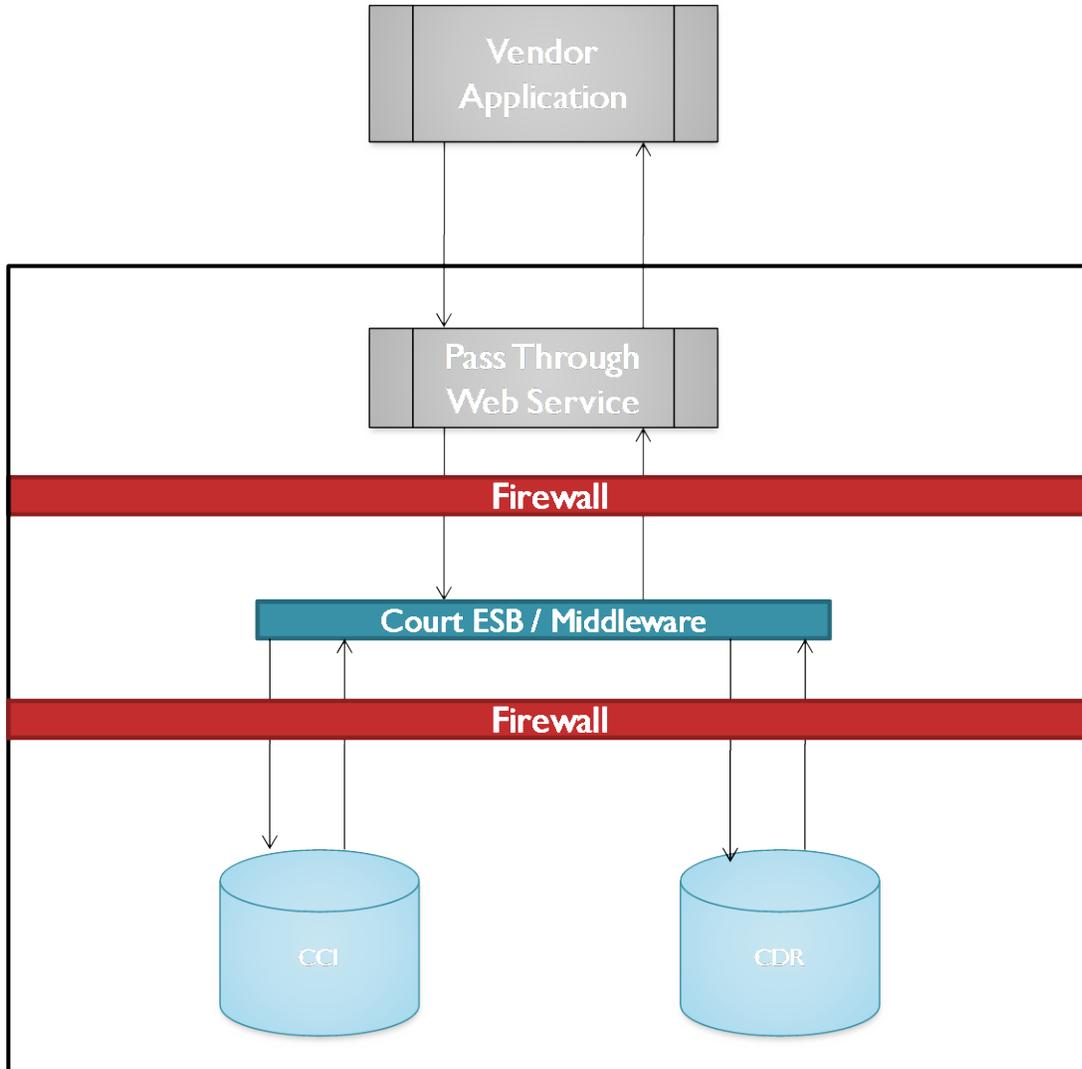
Pricing Model 4 -- The AOC desires optional, value-added or premium services the vendor and/or AOC believe would benefit this initiative (see Appendix C), including but not limited to:

1. Customer account subscription/billing options by role or volume of usage.
2. Certified copies of documents that are able to be validated by a third-party recipient (i.e., neither the AOC nor the requestor) without requiring third-party recipient to have credentials on the AOC's or vendor's system.
3. Capabilities in redacting personal information contained within court documents, including details of the speed and accuracy delivered using an automated and/or manual process.
4. A method for AOC to test queries of live data at no charge.
5. A process for customers to retrieve sample data for any query result or preview a document prior to purchase.
6. Billing services tailored to the needs of large volume users for both data and documents (not just single query or one-by-one document retrieval).
7. Use of a query building screen that exposes various data elements but not the entire universe of available data.

While this RFP describes an approach to providing a comprehensive system for providing fee-based access to data and documents, the Court encourages alternative approaches, ideas, and business models that could more effectively accomplish the purpose outlined within the RFP.

### **3.2.2. Solution Architecture Overview**

The solution architecture envisioned by the AOC is shown below. While the high level architectural diagram displays the proposed solution architecture, predicated on the way the AOC believes the proposed solution should be designed, alternative approaches will also be considered, assuming they are secure and comply with the Court's documented technology and architectural standards.



### 3.3. REQUIREMENTS

#### 3.3.1 Technical Background

##### 3.3.1.1. General Structure / Geography of Courts

Article 6, Section 3 of the Arizona Constitution grants the Chief Justice of the Arizona Supreme Court administrative supervision over all courts in the state and the authority to make rules governing all procedural matters in any court. The Arizona Judicial Council, established in 1990, assists the Supreme Court in developing and implementing policies that will provide central direction for court management, consistency in court operations, and coordination of services within the courts. Under the direction of the Chief Justice, the Administrative Office of the Courts provides necessary support for the supervision and administration of all courts in the state. Funding for the courts is provided by a variety of sources, including the state legislature, counties, cities or towns and various grant funding sources for special purposes.

Arizona classifies courts into three types shown on the Judicial Organization Chart, including appellate courts, general jurisdiction courts and limited jurisdiction courts. All total, Arizona courts had 2,600,543 case filings between July 1, 2009 and June 30, 2010 (see [http://www.azcourts.gov/Portals/39/2010DR/SW\\_CaseActivity.pdf](http://www.azcourts.gov/Portals/39/2010DR/SW_CaseActivity.pdf)). On average, over 10,000 cases were filed in Arizona courts every working day and more than 1,000 cases were filed every working hour. A case filing can have from one to hundreds of associated documents – the vast majority of cases have more than one associated document but relatively few cases have hundreds of associated documents. Only the subset of case types both identified by Supreme Court Rule 123 and not sealed or restricted by court clerks are available for remote access during their Court-approved retention period.

The appellate courts are divided into three divisions: The Supreme Court, Court of Appeals, Division One in Phoenix, and Court of Appeals, Division Two in Tucson. The superior court, a court of record, is divided into 15 divisions – one for each county in the state. These courts reside in the county seats but may have one or more satellite offices in other population centers in the county. Juvenile and adult probation departments are divisions of the Superior Courts. The limited jurisdiction (LJ) courts, or courts of non-record, are divided among justice of the peace (JP) courts and municipal courts. JP courts deal with lower-level criminal and civil matters while municipal courts deal primarily with criminal matters and city ordinance violations.

**Judiciary Organizational Chart**

Supreme Court  
 5 Justices, 6-year terms  
 Chief Justice, Vice Chief Justice  
 3 Associate Justices

Court of Appeals  
 22 Judges, 6-year terms

Division I, Phoenix  
 Chief Judge & 15 Associate Judges  
 Counties: Apache, Coconino, La Paz, Maricopa,  
 Mohave, Navajo, Yavapai, Yuma

Division II, Tucson  
 Chief Judge & 5 Associate Judges  
 Counties: Cochise, Gila, Graham, Greenlee,  
 Pima, Pinal, Santa Cruz

Superior Court  
 174 Judges, 4-year terms  
 Presiding Judge in each county

Apache	1	..	Greenlee	1	..	Pima	30
Cochise	5		La Paz	1		Pinal	9
Coconino	4		Maricopa	95		Santa Cruz	2
Gila	2		Mohave	6		Yavapai	7
Graham	1		Navajo	4		Yuma	6

In addition to the judicial positions listed above, there are approximately 97 full-time and part-time judges pro tempore, commissioners and hearing officers in the Superior Court.

Justice of the Peace Courts  
 87 Judges, 87 Precincts, 4-year terms

Apache	4	.....	Mohave	5	.....
Cochise	6		Navajo	6	
Coconino	4		Pima	10	
Gila	2		Pinal	8	
Graham	2		Santa Cruz	2	
Greenlee	2		Yavapai	5	
La Paz	3		Yuma	3	
Maricopa	25				

Municipal Courts  
 140 Full- and Part-time Judges, varying terms

	Judges	Courts	.....	Judges	Courts
Apache	3	3		Mohave	4 4
Cochise	5	4		Navajo	4 4
Coconino	5	4		Pima	17 5
Gila	6	6		Pinal	9 9
Graham	2	3		Santa Cruz	2 2
Greenlee	1	1		Yavapai	9 9
La Paz	2	2		Yuma	4 4
Maricopa	67	23			

### **3.3.1.2. Remote Access to Court Records in Arizona**

The Arizona Supreme Court sets records retention and destruction schedules (Arizona Code of Judicial Administration Sections 3-402 and 4-302). Most Superior Court case documents are retained permanently, while various lesser time frames are established for limited jurisdiction case records and appellate case records.

As a result of changes to Supreme Court Rule 123, the general public is able to obtain copies of publically releasable court documents online. Partial access to documents is available to Arizona citizens with Arizona Department of Transportation, Motor Vehicle Division (MVD) issued drivers' licenses or non-operator identification cards. Commercial access is available only to registered entities having appropriate credentials. Access is being granted through a single website hosted by the AOC, a front end for the central document repository housing electronic documents.

For over two decades, the Judiciary has placed a focus on digitizing documents. A document imaging or electronic document management initiative has been a high priority each year since the first information technology (IT) strategic planning session was held in 1990. An ever-increasing number of courts have begun scanning paper filings they receive as a prerequisite to achieving the goal of eliminating paper altogether or at least operating in a "paper on demand only" environment.

A second-generation case management system forms the foundation of the "Digitize Everything" approach, on which are layered imaging, electronic document management systems (EDMSs), backup/data recovery, court-to-court case transfer, electronic access to records, electronic case filing, repositories of electronic documents, electronic notifications, electronic archiving, and judge/bench automation activities. This case management system has been developed to feed a central data repository for the judicial branch used to provide access to information such as criminal history, orders of protection, etc., and to promote statistical reporting. It provides court personnel the ability to view high-level summary information about their caseloads and also to drill down to detailed information, allowing them to better manage cases.

During the same timeframe, the Judiciary has also provided electronic access to court information via the Internet in order to serve the public better, contribute to the improved effectiveness of the criminal justice system, and make courts more accessible. Information includes general information, case information, and court calendar items. As court staff, the legal community, and the public are all becoming more comfortable with living in an electronic world, efforts are being directed toward "front-office" solutions that improve public access and customer service. As electronic document management systems and electronic filing have become more common across the state, the Judiciary is also creating a central filing index and access site for all electronic court documents using its Enterprise Service Bus. Creation of a public filing "front door," a single electronic filing repository, in lieu of individual court sites, supports a unified, statewide approach to e-filing, creates ease of access for the public to court case file documents, and improves costs, efficiency, and data security.

Please note that a separate web-based service, known as AZTurboCourt, provides and will continue to provide litigants and their attorneys with free access to documents filed in their own cases, outside of this scope of work.

### **3.3.1.3. Relationship of CMS, EDMS, and Other Court Automation Products**

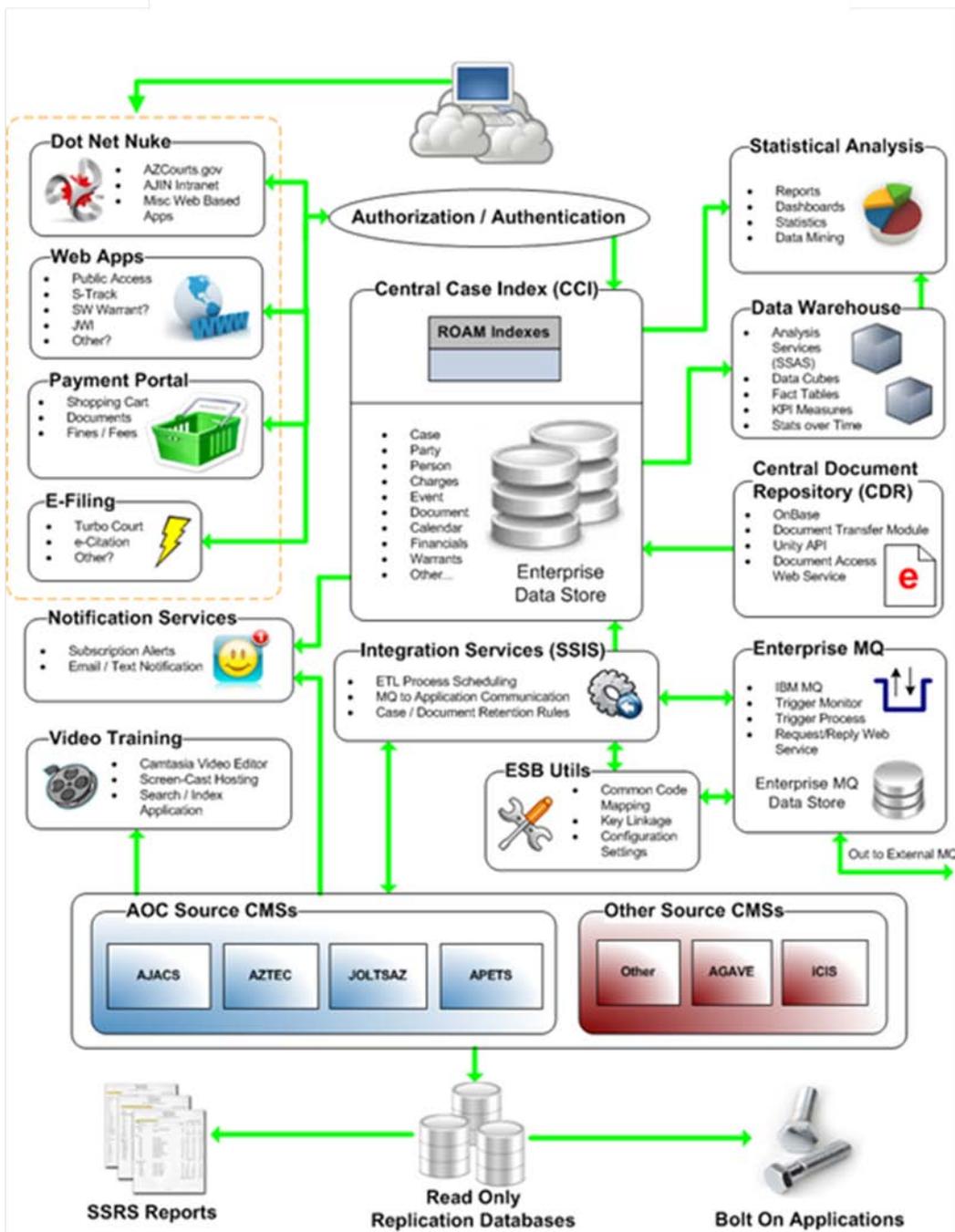
All Arizona courts have automated case and cash management systems. The vendor should anticipate a multi-CMS environment through the entire term of the contract. Tight integration between the case management system and the electronic document management system is vital to the productivity of the courts. The second-generation CMS provides case-related workflow while the EDMS acts as the file room for court documents. Court clerks are accustomed to retrieving court documents through their related case events within the CMS rather than a separate login. Their non-public access document traffic remains, through the use of switches, on their local network even though their case management data resides at the AOC.

## **3.4. CURRENT ENVIRONMENTAL DESCRIPTION**

### **3.4.1 Conceptual Enterprise Application Diagram**

The conceptual design diagram (below) provides an overview of the AOC enterprise application suite and how its components fit together and relate. The node on the diagram related to the work being solicited resides within the “Payment Portal” box. The data and documents to be accessed by the vendor are stored within the “Central Case Index (CCI)” node and the “Central Document Repository (CDR)” node, respectively.

CONCEPTUAL ENTERPRISE APPLICATION



AOC does not intend to recreate existing solutions or create redundant solutions using different technology sets through this procurement, therefore adhering to and leveraging the existing architecture and technologies is a must.

### **3.4.2. Architecture Standards**

The technology set and architectural standards at the foundation of the AOC's existing infrastructure include:

- Server Operating Systems:
  - Microsoft Windows Server 2008R2 x64 (Standard, Enterprise)
  - IBM AIX level 5300-08
- Internal Desktop Operating Systems: (AOC has no control over public users' PC models and operating systems)
  - Mostly Microsoft Windows Vista
  - Plans to move to Windows 8 eventually
- Integration
  - Web Services (WCF, SOAP)
  - IBM Web Sphere MQ Series 7.0.1.2
  - XML
- Database
  - Microsoft SQL Server 2008 R2 (SQL 2012 in the near future)
  - Microsoft SQL Server Integration Services (SSIS)
  - Microsoft SQL Server Analysis Services (SSAS)
  - IBM Informix Dynamic Server Version 11.10 (For legacy systems)
- Data Indexing
  - Rapid Online Access Method (ROAM) – a data indexing tool sold by American Cadastre, L.L.C., "AMCAD"
- Development Languages
  - .NET 3.5 / 4.0 (VB.NET, C#, ASP.NET, ADO.NET)
- Electronic Document Management
  - OnBase – an EDMS solution from Hyland Software, Inc
  - Current Supported Document Types: PDF, DOC, DOCX, ODT, TIFF
  - The court reserves the right to change the supported document types in the future.
- Architecture
  - Secured
  - 3-Tier
  - Service Oriented (SOA, SAAS)
- End User Interface (Browser)
  - Safari, Internet Explorer 9, Mozilla, Google Chrome, and Android Browser
  - Maintain compatibility with general release versions of mainstream browsers

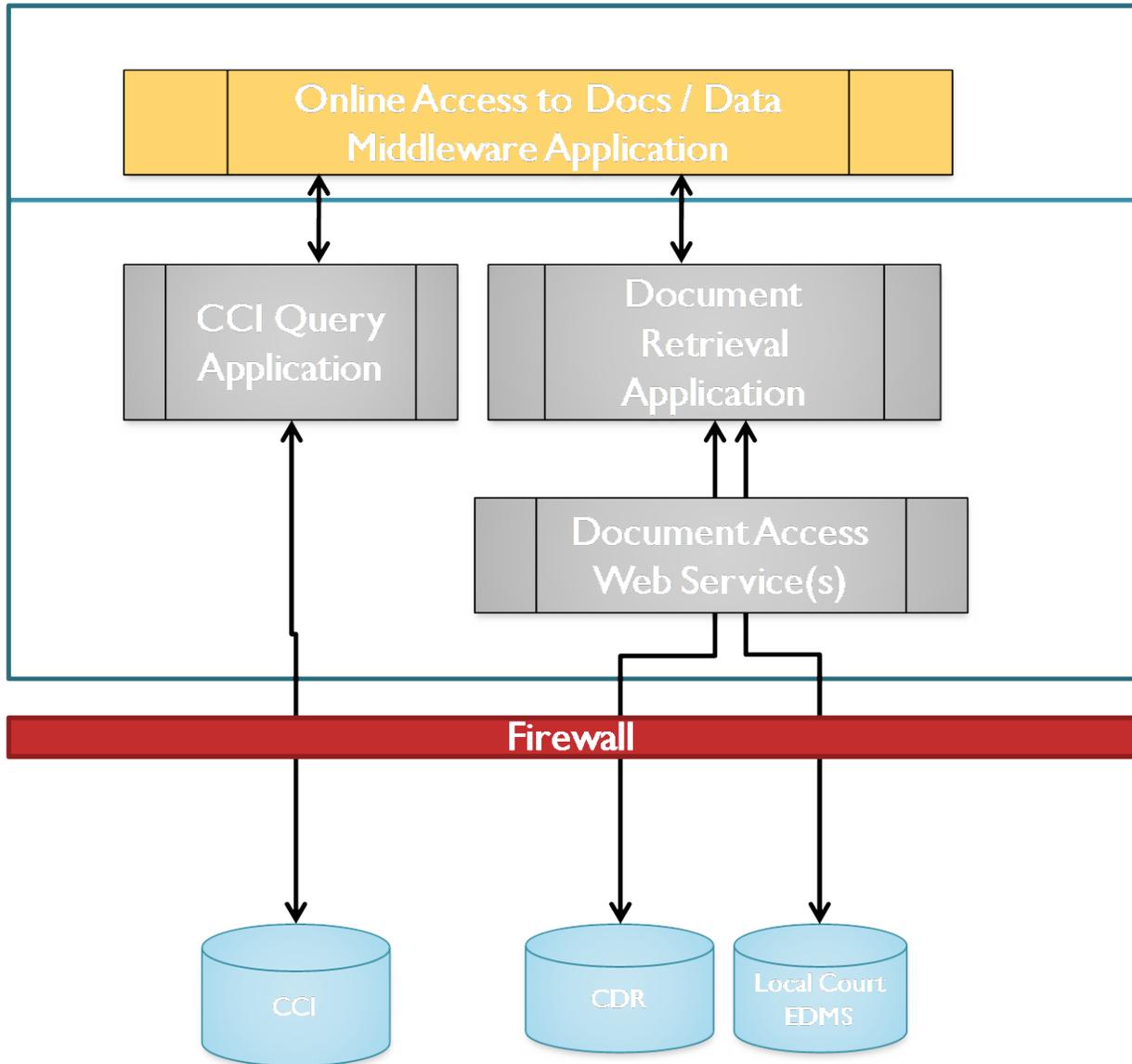
All data and documents available through this solution will be stored at the AOC and/or the owning courts. This information will be accessed through a set of APIs exposed to the vendor's application. AOC envisions that these API's will be exposed to the vendor application through web services or IBM WebSphere MQ Series. These APIs will be parameter driven, allowing the vendor application to pass criteria identifying the data or

documents to be retrieved on behalf of the end user. These parameters, likely XML and other data types, will then be processed by the appropriate AOC application(s) to retrieve the desired information from the Common Case Index and Central Document Repository. The parameters being passed will likely include information used to select, filter, and sort the data and documents to be returned, much like the common keywords used in a SQL query. The amount of query flexibility available to the end user will be based on the timelines associated with developing the functionality; however basic query filtering is anticipated to be available upon initial implementation. The design must remain sufficiently open to expand the flexibility of querying. The data will likely be returned to the vendor application using XML (schema yet to be defined) and the documents will likely be returned via a binary data stream.

The AOC will consider both internal and external hosting for the vendor application component, but all APIs and associated applications, as well as the data and document repositories, will remain housed within the AOC's Data Center, not to be replicated or persisted by the vendor. The AOC also requires source code ownership for any components developed by the vendor as part of the APIs, CCI, or CDR, if that were to occur. Source code ownership of the vendor-developed, front-end application is negotiable.

### **3.4.3. ESB / Middleware Diagram**

This diagram shows the basic structure of the applications to be in place at the AOC to support the proposed solution, giving access to data and documents. These applications would exist in the "Court ESB / Middleware" node in the Solution Architecture Overview diagram in Section 3.2.2. Note that not all courts participate in the CDR; therefore, some documents will need to be retrieved by the AOC from courts' local OnBase repositories.

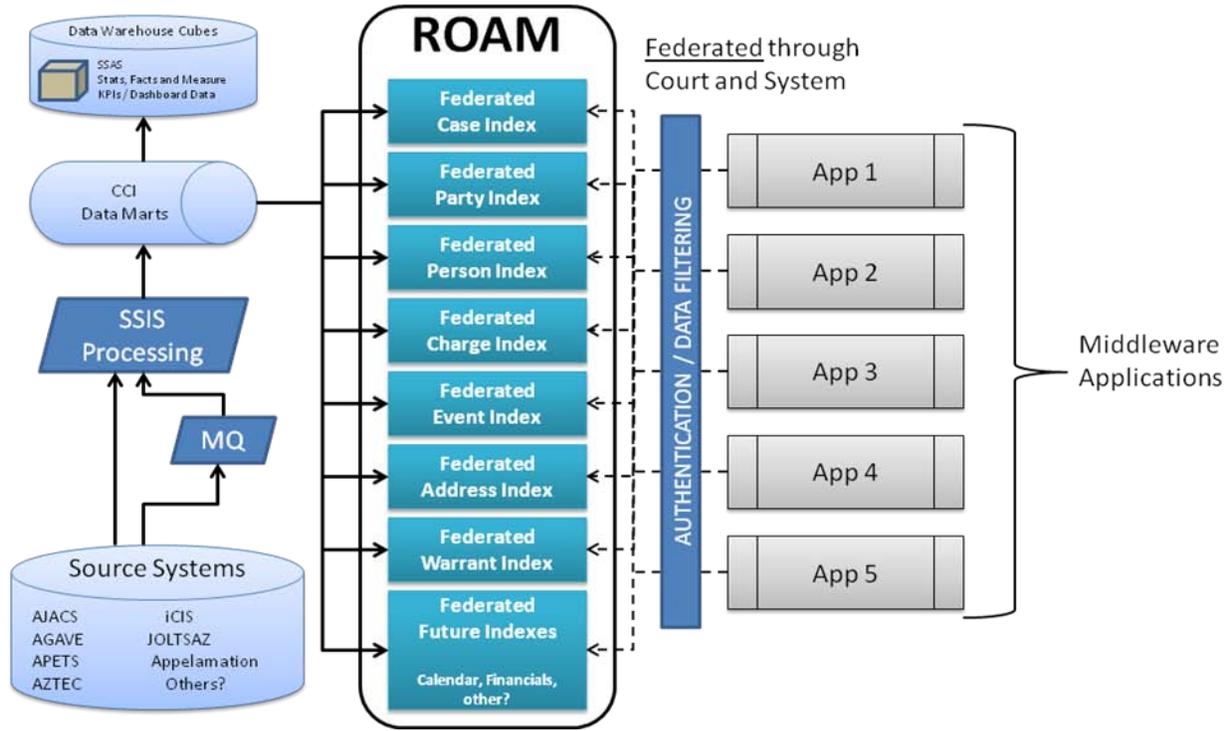


#### 3.4.4. Central Case Index

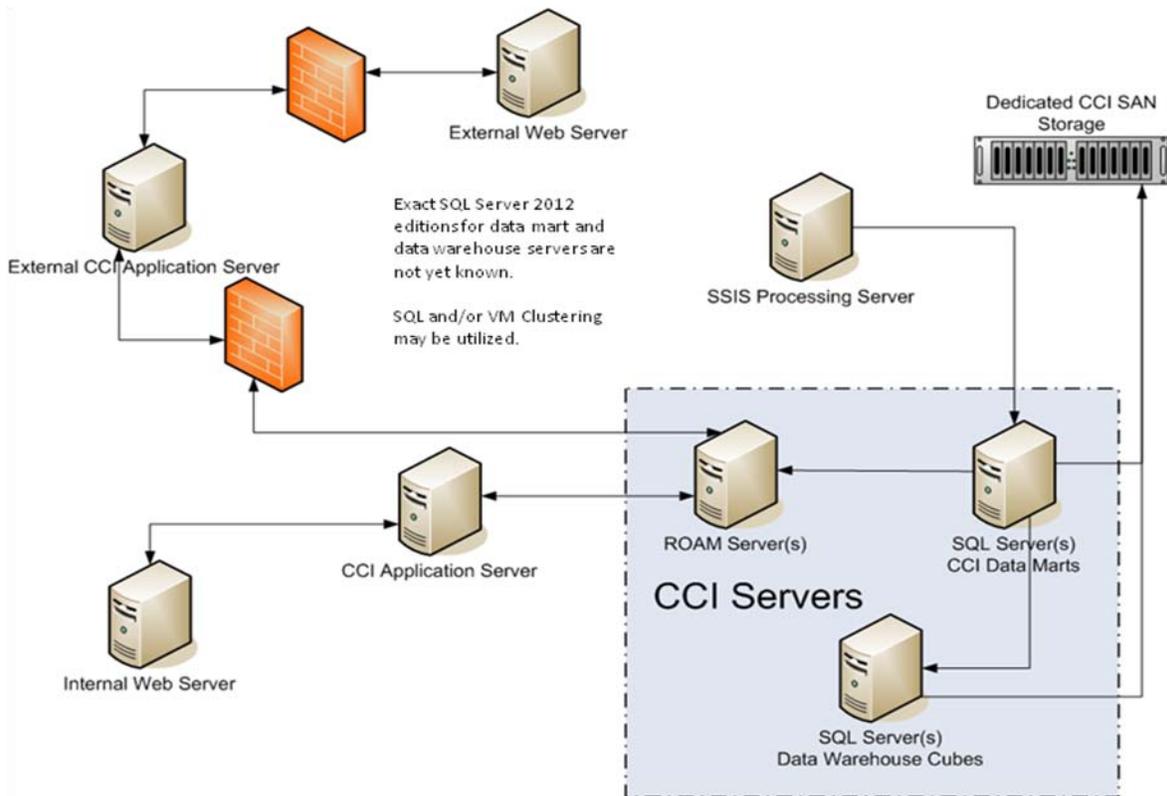
The diagram below shows how the ROAM and CCI Data Mart nodes comprise the CCI. It illustrates the way CCI is populated and accessed, and shows a related data warehouse. The ROAM indexes are accessed through middleware applications which in turn are used by front-end applications. Technical specifications for the AOC middleware applications that are Vendor-specific will need to be finalized after AOC gains a thorough understanding of the Vendor's software. All access to the CCI is performed through a secured, 3-tier architecture, never directly. The indexes identified inside the ROAM boundary do not represent all indexes needed for this solution, but rather a sampling of likely indexes. A need may also exist to create further de-

normalized indexes for “Canned Queries” geared towards specific commercial data customers to simplify their common data requests. The vendor shall specify the types of “Canned Queries” that will be developed and made available by the AOC to facilitate customers’ typical requests.

**Central Case Index**



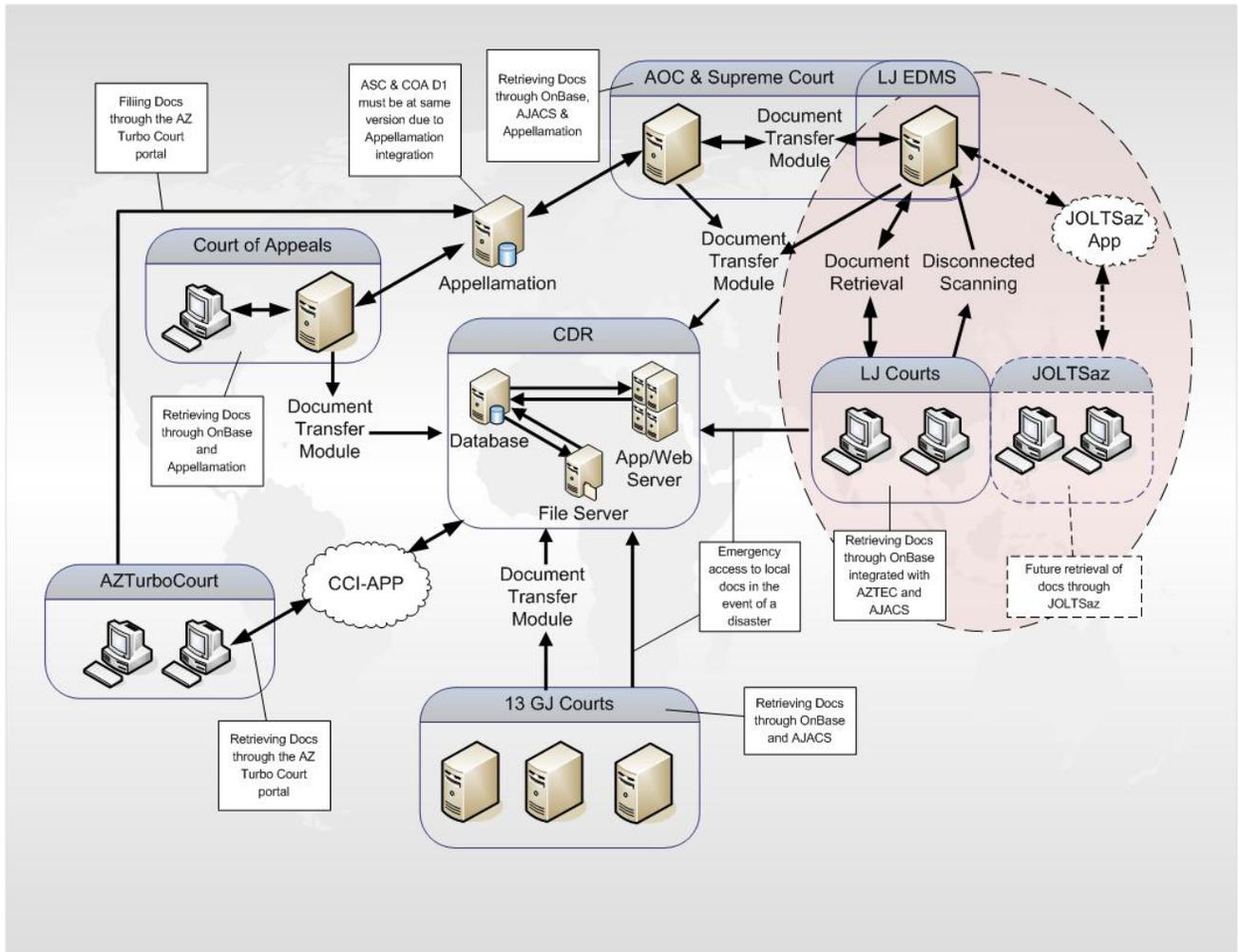
CCI Hardware Diagram (for reference purposes only) (subject to change)



### 3.5 Central Document Repository

All superior courts in the state now operate local EDMSs as do several of the larger limited jurisdiction courts. Statewide policies require these courts to have their documents accessible through the central document repository. In 2011, the AOC opened a shared EDMS for use by smaller limited jurisdiction courts. This shared system also replicates to the central repository. Documents from all EDMSs except Maricopa Superior, Pima Superior, and Maricopa Justice Courts replicate to the central document repository for disaster recovery and public access purposes. Over the past few years, statewide models for electronic filing and document management have taken on a more federated flavor.

The case-related documents from both freestanding OnBase systems (except those listed in 3.5.1) and from the centralized LJ EDMS at the AOC will be replicated to the CDR. Using the OnBase Document Transfer Module, a scheduled document replication process will occur daily. Real-time replication includes both general metadata values and document access restrictions specified by court clerks.



### **3.5.1 Courts Not Participating in Central Document Repository**

Several courts have already implemented standalone document repositories:

- The Clerk of the Superior Court in Maricopa County ((OnBase)
- The Clerk of the Superior Court in Pima County (Homegrown)
- Maricopa County Consolidated Justice Courts (OnBase Online)
- Court of Appeals, Division Two (SIRE)
- Phoenix Municipal Court (OnBase)
- Scottsdale Municipal Court (OpenText)
- Mesa Municipal Court (FileNet)

For those courts not participating in the CDR, the AOC employs a separate web service to return matching documents from queries.

### **3.6. FINANCIAL PROCESSING INFRASTRUCTURE**

The AOC operates in a manner consistent with statutes and financial policies applicable to the executive branch of government in Arizona, including A.R.S. Title 35, Public Finances. The AOC also requires that all financial processing complies with Minimum Accounting Standards (MAS) documented in ACJA § 1-401. The AOC attends carefully to remitting funds in a timely manner and ensuring that detailed information is available to reconcile. The AOC strives to handle payment and reconciliation processes in the most automated way possible. The AOC does not maintain Payment Card Industry (PCI) compliance; the vendor's operations must comply with PCI requirements, where applicable. State banking and merchant processing relationships are utilized where and when appropriate. Due to the collection of public monies, the AOC is subject to State audits.

The AOC supports other forms of on-line payment processing for programs such as collections and e-filing. The Collections Project utilizes a Web and IVR payment system through a sub-contractor; the funds are deposited directly with the local courts. The e-Filing Project uses a subcontractor to process Web payments which are then split, resulting in the filing fees being deposited with the local courts and application fees being deposited with the AOC. The AOC Finance department utilizes New World Accounting software for accounts receivable and accounts payable activities.

### **3.7. SUMMARY OF THE REGULATORY ENVIRONMENT**

The vendor must be well versed in and operate in compliance with all applicable statutes, court rules, and administrative orders during the entire contract term. Items of particular note include but are not limited to include:

- A.R.S. Title 35 ([Public Finances](#));
- A.R.S § 44-7001ff ([Arizona electronic transactions act](#)) ;

- A.R.S. § 44-7501 ([Notification of breach of security system](#));
- A.R.S. § 12-1518 ([Use of arbitration](#));
- A.R.S. § 12-133 ([Arbitration of claims](#));
- A.R.S. §§ [12-282](#) and [283](#) (Superior court clerk responsibilities);
- A.R.S. § 12-304 ([Exemption...from court fees](#))
- Rules 29, 94 and 123, Rules of the Supreme Court (see Appendix A);
- Arizona Code of Judicial Administration §§ [1-401](#), [1-504](#), [1-505](#), [1-506](#), [1-507](#); [1-604](#), [1-605](#), [1-606](#), [3-402](#), and [4-302](#);
- Supreme Court Administrative Orders [2008-68](#), [2008-89](#), [2009-01](#), [2009-43](#), [2011-122](#), [2011-140](#), and [2012-02](#);
- Supreme Court Administrative Policy 7.04 (see Appendix A); as well as
- Local court rules related to electronic records, certified records, etc.

#### Online Access to Case File Documents:

Supreme Court Rule 123(g) provides a number of specific policies relating to online access to case information and case file documents. Of particular interest to bidders, subsection (g)(1)(C) & (D), relating to online access by registered and non-registered users, specifies document types and case types that cannot be made available to the public via the Web. Limited basic case information can be displayed online for Juvenile (adoption, delinquency, and dependency), Family Law (dissolution, separation, paternity), Probate (estates, guardianship and conservatorship), and orders of protection. More information and most case file documents can be viewed in civil, civil traffic (except citations), and ordinance violation cases. Some documents filed in criminal cases may also be viewed online, but subsection (g)(1)(C)(ii) specifies a number of document types that cannot be accessed online, including transcripts, charging documents (e.g., indictments, complaints, citations), booking-related documents, warrants, pre-sentence reports, and financial statements, that cannot be accessed online due to the likelihood that they contain protected or otherwise sensitive information. Rule 123 further prohibits online access to any documents in criminal sex cases involving juvenile victims.

ACJA §1-604 provides specifics on how to qualify as a registered user. Currently all registered users, other than licensed attorneys, must be able to provide Arizona – issued identification in the form of a driver license or non-operator identification card issued by the Arizona Motor Vehicle Division, or another form of identification, as determined by the Supreme Court, when both an Arizona driver license and non-operator identification license are unavailable. Applicants must also provide a valid credit card. Registered users must also accept a remote access user agreement in a form determined by the Supreme Court.

Access to case file documents by non-judicial branch government agency employees and government contractors in fulfillment of a public purpose is provided in 123(b)(15), (c)(6), and (g)(1)(B). Generally speaking, these users can be afforded online access to documents to carry out a particular government or public purpose. On-going access must be memorialized in a memorandum of understanding, the provisions of

which are provided in ACJA §1-606. Section 12-304 of the Arizona Revised Statutes prohibits courts from charging fees to state and local government agencies and political subdivisions. Bidders will need to accommodate this policy in their operations.

### Access to Bulk Data:

Rule 123(b)(1) & (j) govern public access to bulk data, which is defined as all or a significant subset of the non-confidential case data maintained in a court's case management system, either with or without modification or customized compilation. All bulk data recipients, other than government users, are required to sign a data dissemination agreement, the specifics of which are dictated by ACJA §1-605. The AOC's data dissemination agreement templates are attached as Appendix B.

The AOC currently provides a monthly data feed, consisting of the data available on the Supreme Court's case lookup website, to 13 subscribers who each pay an annual fee for a monthly refresh of the data. This data fee includes personal identifiers not available on the court's case look-up website – complete address, complete date of birth, and last four digits of the Social Security Number or driver license number – as permitted by Rule 123(j)(1)(3). The data feed is estimated to include 16,000,000 parties in 13,400,000 cases from most of the superior, justice, and municipal courts around the state, but does not include data from the following:

- Arizona Supreme Court
- Court of Appeals – Division 1
- Court of Appeals – Division 2
- Superior Court in Maricopa County (Metro Phoenix)(non-criminal cases)
- Superior Court in Pima County (Metro Tucson)
- Justice of the Peace Courts in Maricopa County (all 26)
- Pima County Consolidated Justice Courts
- Prescott Justice Court
- Prescott Municipal Court
- Chandler Municipal Court (cases that do not have outstanding debts owing)
- Gilbert Municipal Court
- Mesa Municipal Court
- Paradise Valley Municipal Court
- Tempe Municipal Court

## **3.8 DELIVERABLES**

The system(s) proposed must substantially exist at the time of proposal. No proposals for custom designed or custom developed solutions will be accepted. All items listed below shall be described clearly and in detail as part of the proposal response:

### **3.8.1 Registration & Access to Court Case Documents**

#### **3.8.2 Registration & Access to Court Case Data**

May include a structured query construction screen that enables customers to select various fields available in the CCI without ever returning the entire universe of data.

### **3.8.3 Registration & Bulk Data Access to Commercial Entities**

AOC is interested in an approach to an open query mechanism, including a cost recovery model, focused on populations of buyers for targeted sets of data common to various communities of interest.

### **3.8.4 Providing Accurate Redaction Services, if offered**

### **3.8.5 Delivering Certified Electronic Documents**

### **3.8.6 Compiling Custom Reports Made from Court Data on Request**

Vendor shall formulate customer request into a definition of a custom index for creation by AOC. AOC shall provide estimated time and cost for its effort in making available the customer index needed to fulfill the request.

### **3.8.7 Collecting and Disbursing Revenue Appropriately**

The AOC envisions payment for document access to occur online through electronic payment. The vendor must propose a solution for how payments will be taken from the customer accessing the documents and how the money for these payments will be received by the AOC. Include any costs associated with payment processing and how those costs will be covered. Specifically, elements of this portion of the proposal should address payment processing, reconciliation, and reporting. Specific elements in each of these sections are provided below as a guide.

The proposed solution should include the detail of payment processing from the point the customer selects the items to be viewed/purchased to the point at which the funds supplied by the user have been provided to the AOC. This should include the following elements:

- Options for payment services (e.g., billing, draw down accounts, pay per use) and under what circumstance would each be used;
- Notification to users regarding payments due and payments made;
- Options for maintaining payment instrument details for future payments;
- Actual cost of payment processing including but not limited to merchant fees, processing fees, chargeback fees, NSFs, etc. (e.g., bundled rates, volume discounts);
- Description of how the payment of processing costs would be handled (e.g., covered by vendor, billed monthly to AOC);
- Disbursement of funds to the AOC;
- How PCI compliance will be maintained;
- Type of access the AOC will have for research and auditing purposes; and
- Description of security levels for any access the AOC would have.

The proposed payment processing solution must approach reconciliation in an efficient and effective manner. The proposal must include details at a transaction level and cover the following elements:

- Payer information,
- Breakdown of fees paid,
- Chargeback details,
- Refund details,
- Breakdown of services rendered, and
- Breakdown by type of access.

The proposed payment processing solution must include reporting features that support multiple search/retrieval options, such as, but not limited to;

- by customer;
- by court;
- by type of access or service rendered (document, data, custom request);
- by description of any ad hoc reporting capabilities available.

### **3.8.8 Problem Resolution and Federated Change Management**

### **3.8.9 Customer Support Model and Detail**

#### **3.8.10 Transition and Exit Services**

Contractor shall fully cooperate with the AOC in ensuring that the processes and procedures for developing, maintaining, supporting, and documenting application software used meets current Court rules, policies, and standards as well as applicable statutes and will provide the best framework for the application software to continue to be supported, regardless of the party responsible for that support.

The automated system created under this procurement shall remain operational during any transition period. In the event that a different vendor is awarded the subsequent contract or the Court takes this service in-house, the Contractor shall provide continuing services as the AOC transitions to receive such services from the new vendor or to an in-house supported service. Either party will provide the other with notice of the need for transition services not less than six (6) months prior to the end of the contract term. The Vendor shall treat transition services as a non-optional, "non-premium," base cost.

As part of the implementation and ongoing support of the automated system, Vendor shall create and maintain the set of final documents, as mutually agreed-to by Vendor and the AOC, to help facilitate a successful transition to another party at the end of the Contract period.

#### **3.8.11 Secondary or Premium Service Offerings**

Include detail and pricing for any value-added services being proposed.

## **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. Identify the project manager and include resumes of all key personnel who will be performing the proposed work.
2. Include a description of any relevant and/or similar projects performed specifically for courts or similar entities.
3. Provide acknowledgments that all resources involved in the project are the proposer's resources or identify exceptions.
4. 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, April 13, 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
<b>A.</b> Ease of Use by Commercial and Public Consumers	20%
<b>B.</b> Flexibility of Proposed Technical Solution	25%
<b>C.</b> Integration with AOC Operational Environment	25%
<b>D.</b> Overall Cost to AOC and Consumers	10%
<b>E.</b> Time to Market	10%
<b>F.</b> References / Reputation	10%

**SECTION 6  
PROPOSAL SUBMITTAL DOCUMENTS**

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

1. Proposal Submittal Letter (see page 36)
2. Proposal References (see page 37-38)
3. Vendor Profile (see page 39)
4. Proposal Pricing Sheets (see Appendix C)
5. 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.
6. 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 12-01, 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. 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: \_\_\_\_\_

## **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: Stewart Bruner

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.:

\_\_\_\_\_

**APPENDIX A  
APPLICABLE COURT RULES**

**Rules 29, 94 and 123, Rules of the Supreme Court from WestLaw**

**17A A.R.S. Sup.Ct.Rules, Rule 29**

**Rule 29. Court Records**

<Text of Rule 29 effective January 1, 2012. See, also, Rule 29 effective until January 1, 2012.>

**(A) Schedules and Purge Lists.** The Supreme Court shall adopt, by administrative order, retention and disposition schedules identifying the length of time court records must be kept prior to destruction and purge lists identifying documents to be removed from case files before storage or replication.

**(B) Appellate Court Records.**

(1) The Clerks of the Supreme Court and each division of the Court of Appeals may destroy or provide for the destruction of all documents, records, instruments, books, papers, depositions, exhibits and transcripts in any action or proceeding in the Supreme Court or Court of Appeals, or otherwise filed or deposited in the Clerk's custody, pursuant to this rule, Supreme Court administrative order, Supreme Court approved retention schedules, Supreme Court approved purge lists, Rule 24(a)(5), Rules of Civil Appellate Procedure, and Rule 31.23(a)(5), Rules of Criminal Procedure.

(2) For case file records that must be maintained permanently, the Clerks shall transfer the original record to the Arizona State Archives pursuant to records retention and disposition schedules adopted by the Supreme Court. Each court shall retain original digital records scheduled for permanent preservation until the State Archives is able to accept them.

(3) Other court documents listed on approved records retention and disposition schedules may be maintained and destroyed in accordance with such approved retention and disposition schedules.

**(C) Superior Court Records.** Superior Court records shall be maintained and may be destroyed in accordance with approved retention and disposition schedules, except that destruction of case file records shall be in accordance with Rule 94, Rules of the Supreme Court, and Rule 28, Rules of Criminal Procedure. The Clerk of Superior Court shall deliver records to State Archives pursuant to records retention and disposition schedules adopted by the Supreme Court.

**(D) Justice of the Peace and Municipal Court Records.** Justice of the peace and municipal court records shall be maintained and may be destroyed in accordance with approved retention and disposition schedules and the rules regarding Superior Court records, as applicable.

**(E) Destruction Notice.** Each appellate court and superior court shall notify the Director of the Arizona State Library, Archives and Public Records of court records designated for destruction pursuant to this rule. The notice shall identify the records to be destroyed, where they are currently stored, and specify a time period of not less than 20 days, during which the Director may review and inspect the records, and remove any records for storage and retrieval. Following the designated time period, the records may be destroyed by any lawful means.

CREDIT(S)

Added April 22, 1991, effective May 15, 1991. Amended Jan. 24, 2003, effective June 1, 2003; Sept. 27, 2005, effective Dec. 1, 2005; Sept. 1, 2011, effective Jan. 1, 2012.

MODIFICATION

<Subrules (B) and (E) of this rule, relating to restrictions on destruction of case records, are suspended for the paper version of case records stored in the Clerk's EDMS supported by the AOC by Administrative Order No. 2010-107. >

**HISTORICAL NOTES**

Former Rules 28 through 30 which were contained in Part V, Admission and Discipline of Attorneys, were deleted in the revision to that part in 1984.

## **17A A.R.S. Sup.Ct.Rules, Rule 94**

### **Rule 94. Superior Court Clerks**

**(a) Duties of Superior Court Clerks.** In addition to the duties prescribed by law and local rules, the clerk of court shall:

- (1) Coordinate with the presiding judge and court administrator to accomplish the prompt and orderly disposition of the business of the court;
- (2) Review with the presiding judge budgetary and other matters relating to the operations of the office of the clerk;
- (3) Prepare statistical and such other reports as shall be prescribed by the Supreme Court.

**(b) Clerk's Office and Orders by Clerk.** The clerk's office with the clerk or a deputy in attendance shall be open during business hours on all days except Sundays and legal holidays subject to the exceptions set forth in A.R.S. § 12-127(C) and (D). All motions and applications filed in the clerk's office for issuing mesne process, for issuing final process to enforce and execute judgments, for entering defaults, and other proceedings which do not require allowance or order of the court are grantable of course by the clerk, but the clerk's action may be suspended or altered or rescinded by the court upon cause shown.

**(c) Civil Docket and Indices.** The clerk shall keep a "civil docket", in such form and style as may be prescribed by the supreme court, for each civil action or proceeding to which these Rules are made applicable, and a "civil docket index" of all such actions or proceedings. Actions and proceedings shall be assigned consecutive file numbers. The file number of each action or proceeding shall be noted on the civil docket and entered in the civil docket index. All papers filed with the clerk, all process issued and returns made thereon, all appearances, orders, verdicts, and judgments shall be noted chronologically in the civil docket assigned to the action or proceeding and shall be marked with its file number. These notations shall be brief but shall show the nature of each paper filed or writ issued and the substance of each order or judgment of the court and the returns showing execution of process. The notation of an order or judgment shall show the date the notation is made. The clerk shall also keep such indices of the contents of a civil docket as are required by law or rule of court.

**(d) Civil Orders.** The clerk shall also keep copies of final judgments and orders, orders affecting title to or liens upon real or personal property, appealable orders, and such other orders as the court may direct.

**(e) Calendars.** There shall be prepared under direction of the court calendars of all actions ready for trial, which shall distinguish "jury actions" from "non-jury actions."

**(f) Matters to Be Recorded and Method of Recording.** The Clerk shall record wills and letters in probate matters, bonds, minutes, final orders of adoption, judgments and all other matters which the clerk is required to record by statute or rule of court, in a fair and legible hand, by typewriter, by photostatic or photographic process, or by any other means provided by law or rule of court.

**(g) Records.** The requirements of this rule may be satisfied by computer-recorded or computer-generated documents, or with a photographic or electronic reproduction or image of the original record, provided adequate safeguards are employed for the preservation and integrity of such documents, and the public is afforded reasonable access to such documents.

**(h) Records Management.** All records in custody of the Clerk will be maintained according to this rule, Rule 29, Rules of the Supreme Court, and purge lists and retention and disposition schedules adopted by the Supreme Court.

(1) *Destruction of Original Case File Records.*

(A) Effective January 1, 2008, for counties that maintain an electronic court record authorized by the Administrative Office of the Courts, original case file records may be destroyed provided that the Clerk shall maintain for public use an exact replica of the record after purging and a device for viewing it. The Clerk shall also maintain a photographic or electronic reproduction or image of the original record in a place and manner as will reasonably assure its permanent preservation.

(B) In counties that do not maintain an electronic court record authorized by the Administrative Office of the Courts, original case file records may be destroyed when the particular action or proceeding is no longer subject to modification provided that the Clerk shall maintain for public use an exact replica of the record after purging and a device for viewing it. The Clerk shall also maintain a photographic or electronic reproduction or image of the original record in a place and manner as will reasonably assure its permanent preservation. An action or proceeding is considered no longer "subject to modification:"

(i) Forty-five days after the action or proceeding was dismissed by stipulation or order, and no Notice of Appeal has been filed.

(ii) Ninety days after the issuance of an order or judgment settling all issues between and among the parties; a stipulated judgment; an arbitration award; a decree of dissolution with no children; a satisfaction of court-ordered support payments (URESAs); an order of dismissal from court-ordered treatment; or a default judgment, and no Notice of Appeal has been filed.

(iii) Thirty days after issuance of a decision, mandate or order, and the action or proceeding is no longer on appeal or the appeal time has lapsed and no appeal has been filed or is in process.

(2) *Vouchers.* Any voucher filed in support of an account by a trustee, personal representative or any litigant that is not withdrawn pursuant to A.R.S. § 12-282(F), may be destroyed by the Clerk in accordance with A.R.S. § 12-282(F) and records retention and disposition schedules and purge lists adopted by the Supreme Court.

CREDIT(S)

Added Oct. 10, 2000, effective Dec. 1, 2000. Amended Sept. 27, 2005, effective Dec. 1, 2005; Sept. 5, 2007, effective Jan. 1, 2008. Amended June 30, 2010, effective on an emergency basis July 29, 2010, adopted on a permanent basis Sept. 1, 2011.

<Formerly Part VII. Redesignated as Part VIII January 15, 2003, effective July 1, 2003.>

<The heading was changed from "Court Commissioners" to "Superior Court Administration" by order dated Oct. 10, 2000, effective Dec. 1, 2000.>

**COURT COMMENT 2010 AMENDMENT**

A.R.S. § 12-127(C) and (D) authorize the presiding judge of the county to close the court on the day after Thanksgiving and keep the court open on Columbus Day, if the county board of supervisors has adopted a resolution designating the day after Thanksgiving as a legal holiday in place of Columbus Day, as permitted by A.R.S. § 11-413.

**COURT COMMENT 2000 AMENDMENT**

Any electronic reproduction or imaging of original court records permitted by subsection (g) of this rule must be accomplished in conformance with the administrative requirements, adopted by the Arizona Supreme Court concurrently with the January 1999 rule amendment, setting forth technical standards for the electronic reproduction or imaging of court records, as those requirements may be amended from time to time.

The amendment to this rule permitting electronic reproduction or imaging of an original court record does not affect in any way the obligation under A.R.S. § 12-282(C) of the clerk to notify the director of the Department of Library, Archives and Public Records of records designated for destruction pursuant to court rules.

#### **STATE BAR COMMITTEE NOTE 2000 AMENDMENT**

As part of the effort to consolidate formerly separate sets of procedural rules into either the Arizona Rules of Civil Procedure or the Rules of the Arizona Supreme Court, various rule provisions contained in the Uniform Rules of Practice of the Superior Court and the Arizona Rules of Civil Procedure which were concerned primarily with the internal administration of the Superior Court were transferred to a retitled Section VII of the Rules of the Arizona Supreme Court. New Rule 94, which was promulgated in that process, is a composite of procedural provisions formerly contained in other rules.

New Rule 94(a) is former Rule III of the Uniform Rules of Practice of the Superior Court. New Rule 94(b) is former Rule 77(f) of the Arizona Rules of Civil Procedure. New Rules 94(c), (d), (e), (f), (g) and (h) contain the provisions formerly contained in Rules 79(a), (b), (c), (d), (f) and (g) of the Arizona Rules of Civil Procedure. The provisions of former Rule XI of the Uniform Rules of Practice of the Superior Court were simply eliminated, as they were essentially duplicative of provisions contained in former Rule 79(a) of the Arizona Rules of Civil Procedure.

**17A A.R.S. Sup.Ct.Rules, Rule 123****Rule 123. Public Access to the Judicial Records of the State of Arizona**

**(a) Authority and Scope of Rule.** Pursuant to the administrative powers vested in the supreme court by Article VI, Section 3, of the Arizona Constitution, and the court's inherent power to administer and supervise court operations, this rule adopted to govern public access to the records of all courts and administrative offices of the judicial department of the State of Arizona.

**(b) Definitions.**

(1) *Bulk Data.* As used in this rule "Bulk Data" means all, or a significant subset, of the non-confidential case data maintained in a court case management system, either with or without modification or customized compilation.

(2) *Closed or Confidential (Records).* "Closed" or "Confidential," when used in this rule in reference to records, means that members of the public may not inspect, obtain copies of, or otherwise have access to such records unless authorized by law.

(3) *Commercial Purpose.* As used in this rule "Commercial Purpose" means the use of a public record for the purpose of sale or resale or for the purpose of producing a document containing all or part of the copy, printout or photograph for sale or the obtaining of names and addresses from such public records for the purpose of solicitation or the sale of such names and addresses to another for the purpose of solicitation or for any purpose in which the purchaser can reasonably anticipate the receipt of monetary gain from direct or indirect use of such public records. "Commercial Purpose" does not mean the use of a public record as evidence or as research for evidence in an action in a judicial or quasi-judicial body of this state or a political subdivision of this state.

(4) *Court.* "Court" means the Supreme Court, the Court of Appeals, Superior Court, Justice Courts, Municipal Courts and all judges of those courts.

(5) *Court Administrator or Clerk of the Court.* "Court Administrator" or "Clerk of the Court" means a person employed, appointed or elected for the purpose of administering the operations of any court or court system.

(6) *Criminal History Record Information (CHRI).* "Criminal History Record Information" means only those records of arrests, convictions, sentences, dismissals and other dispositions of charges against individuals that have been provided to the court by the National Crime Information Center (NCIC), Arizona Crime Information Center (ACIC), or any other criminal justice agency for use in juvenile and adult criminal justice cases, employment, licensing or other authorized investigations.

(7) *Custodian.* "Custodian" is the person responsible for the safekeeping of any records held by any court, administrative office, clerk of court's office or that person's designee who also shall be responsible for processing public requests for access to records.

(8) *Custodian of Bulk Data.* In a superior court or appellate court, "Custodian of Bulk Data" means, depending on local practice, either the clerk of court or the presiding judge. In a justice of the peace or municipal court, the custodian is the sitting justice of the peace and the presiding judge of the municipal court, respectively.

(9) *Dissemination Contract and Disclaimer.* "Dissemination Contract and Disclaimer" means a contract between a custodian of court records and a person or entity requesting bulk data.

(10) *Information.* "Information" is any recognizable alpha/numerical data which constitute a record or any part thereof.

(11) *Judge.* "Judge" means any justice, judge, judicial officer, referee, commissioner, court-appointed arbitrator or other person exercising adjudicatory powers in the judicial branch.

(12) *Law*. "Law" means statute, rule, administrative order, court order or case law.

(13) *Presiding Judge*. "Presiding Judge" means the presiding judge of the superior court for each county, or the chief judge for each division of the court of appeals or the chief justice of the supreme court. For municipal and justice courts "Presiding Judge" means the presiding judge of the superior court.

(14) *Public*. "Public" means all users of court records, including Arizona judicial officers and employees, employees of government agencies and private organizations.

(15) *Public Purpose Organization*. "Public Purpose Organization" means a private organization that serves a public purpose, such as criminal justice, child welfare, licensing, mental health treatment, or that engages in research for scholarly, journalistic, or governmental purpose.

(16) *Record*. "Record" means all existing documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other materials, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of any official business by the court, and preserved or appropriate for preservation by the court as evidence of the organization, functions, policies, decision, procedures, operations or other governmental activities.

(A) *Administrative Record*. "Administrative record" means any record pertaining to the administration of the courts, court systems or any non-adjudicatory records.

(B) *Case Record*. "Case Record" means:

(1) any record that is collected, received, or maintained by a court or clerk of court in connection with a judicial proceeding;

(2) any order, judgment, or minute entry that is related to a judicial proceeding; and

(3) any index, calendar, docket, or register of actions associated with a case or in connection with a judicial proceeding.

(17) *Remote Electronic Access*. "Remote Electronic Access" means access by electronic means that permits the viewer to search, inspect, or copy a record without the need to physically visit a court facility.

(18) *Sensitive Data*. "Sensitive Data" means social security number, bank account number, credit card number, and any other financial account number.

**(c) General Provisions.**

(1) *Open Records Policy*. Historically, this state has always favored open government and an informed citizenry. In the tradition, the records in all courts and administrative offices of the Judicial Department of the State of Arizona are presumed to be open to any member of the public for inspection or to obtain copies at all times during regular office hours at the office having custody of the records. However, in view of the possible countervailing interests of confidentiality, privacy or the best interests of the state public access to some court records may be restricted or expanded in accordance with the provision of this rule, or other provisions of law.

(2) *Creation, Production and Management of Records*.

(A) Court personnel, who generate or receive paper or electronic records known or marked as containing confidential information, shall identify and segregate the confidential information from the record whenever practicable.

(B) The custodian shall utilize reasonable records management practices and procedures to assure that all closed records are properly identified as "confidential" and maintained segregated or apart

from records open to the public. Whenever possible, records containing both public and confidential information shall be identified as "containing both public and confidential information."

(C) Upon request, the custodian shall reproduce any record containing public information that would otherwise be closed, by redacting all confidential information from the record unless release of the entire record is prohibited by law. Records that are reproduced after redaction shall contain a disclosure that they were redacted, unless such disclosure would defeat the purpose of the redaction. Identification of redacted records shall include a description of the nature and length of the matters contained therein, unless the description, if given, constitutes a disclosure of confidential information. Upon request, the custodian shall identify the legal authority for the redaction.

(3) *Confidential and Personal Financial Records.* Documents containing social security, credit card, debit card, or financial account numbers or credit reports of an individual, when collected by the court for administrative purposes, are closed unless made public in a court proceeding or upon court order.

(4) *New Records.* The court is not required to index, compile, re-compile, re-format, program or otherwise reorganize existing information to create new records not maintained in the ordinary course of business. Removing, deleting or redacting confidential information from a record, or reproducing a record in non-original format, is not deemed to be creating a new record as defined herein.

(5) *Judicial Officers and Employees.* Arizona judicial officers, clerks, administrators, professionals or other staff employed by or working under the supervision of the court shall have such access as needed to carry out their assigned duties and as directed by their supervisor.

(6) *Employees of Government Agencies and Private Organizations.* Employees of federal, state, tribal, and local government agencies and political subdivisions, and private organizations, the objective of which is to serve a public purpose, such as criminal justice, child welfare, licensing, mental health treatment, or research for scholarly, journalistic, or governmental purposes, may be granted such access to court records as required to serve that purpose according to this rule or as provided by any supplemental supreme court policies or court order.

(7) *Access To Bulk Data.* Persons who execute a dissemination contract and disclaimer containing provisions specified by the supreme court may have such access as permitted by paragraph (j) of this rule.

**(d) Access to Case Records.**

All case records are open to the public except as may be closed by law, or as provided in this rule. Upon closing any record the court shall state the reason for the action, including a reference to any statute, case, rule or administrative order relied upon.

(1) *Juvenile Delinquency Proceedings Records.*

(A) Records of all juvenile delinquency and incorrigibility proceedings are open to the public to the extent provided for in the Rules of Procedure for the Juvenile Court or by law.

(B) Records of all juvenile adoption, dependency, severance and other related proceedings are closed to the public as provided by law unless opened by court order.

(C) All information and records obtained in the course of evaluation, examination or treatment of juveniles who have been referred to a treatment program funded by the juvenile probation fund (pursuant to ARS § 8-321) or the family counseling fund (ARS § 8-261 et seq.) are confidential and shall not be released unless authorized by rule or court order. These records include, but are not limited to, clinical records, medical reports, laboratory statements and reports, or any report relating to diagnostic findings and treatment of juveniles, or any information by which the juvenile or his family may be identified, wherever such records are maintained by the court.

(2) *Adult Criminal Records.*

(A) Criminal History Records, diagnostic evaluations, psychiatric and psychological reports, medical reports, alcohol screening and treatment reports, social studies, probation supervision histories and any other records maintained as the work product of pretrial services staff, probation officers and other staff for use by the court are closed and shall be withheld from public inspection, including such records associated with the interstate compact pursuant to ARS § 31-461. However, the bail determination report, any related pretrial service records, the presentence report, and any related probation office records are open to the public when: (i) ordered by the court, (ii) filed with the clerk of court or attached to any filed document and not segregated and identified as being closed or confidential, or (iii) considered or used for any purpose in open court proceedings unless restricted by law or sealed by the court.

(B) In adult criminal cases the pretrial services unit, probation department, limited jurisdiction court, or other primary user shall separate and identify as "confidential" all records defined herein as "criminal history record information," and those records identified in paragraph (d)(2)(A). Such records shall be closed and placed in an envelope marked "confidential", or otherwise stored as a confidential record, and shall only be disclosed as authorized by ARS § 41-1750 et seq. or by court order.

(C) All other information in the adult criminal case files maintained by the clerk of the court is open to the public, unless prohibited by law or sealed by court order.

(3) *Judicial Work Product and Drafts.* Notes, memoranda or drafts thereof prepared by a judge or other court personnel at the direction of a judge and used in the process of preparing a final decision or order are closed.

(4) *Unofficial Verbatim Recordings of Proceedings.* Electronic verbatim recordings made by a courtroom clerk or at the direction of the clerk and used in preparing minute entries are closed.

**(e) Access to Administrative Records.**

All administrative records are open to the public except as provided herein:

(1) *Employee Records.* Records maintained concerning individuals who are employees or who perform volunteer services are closed except for the following information:

(A) Full name of individual;

(B) Date of employment;

(C) Current and previous job titles and descriptions, and effective dates of employment;

(D) Name, location and phone number of court and/or office to which the individual has been assigned;

(E) Current and previous salaries and dates of each change;

(F) Name of current or last known supervisor; and

(G) Information authorized to be released by the individual to the public unless prohibited by law.

(2) *Applicant Records.* Unless otherwise provided by law, records concerning applicants for employment or volunteer services are open to the public, after the names, home addresses, telephone numbers, social security numbers, and all other personally identifying information have been redacted, except that the names of applicants who are final candidates shall be disclosed.

(3) *Judicial Case Assignments.* Records regarding the identity of any appellate judge or justice assigned to prepare a written decision or opinion until the same is filed are closed.

(4) *Security Records.* All security plans, codes and other records that provide for the security of information, individuals, or property in the possession or custody of the courts against theft, tampering, improper use, illegal releases, trespass, or physical abuse or violence, are closed.

(5) *Procurement Records.* Procurement and bid records are open to the public except as provided herein:

(A) *Sealed Bids.* Sealed bid records are closed to the public prior to opening the bids at the time specified in the bid request.

(B) *Invitation for Bid.* Bid records submitted under Rule 18 of the Judicial Branch Procurement Code or equivalent rules shall remain closed to the public after opening until a contract is signed, except that the amount of each bid and the name of each bidder shall be recorded and available for public inspection.

(C) *Competitive Sealed Proposals and Requests for Qualifications.* Records containing competitive sealed proposals and requests for qualification submissions under Rules 26 or 35 of the Judicial Branch Procurement Code or equivalent rules, shall remain closed to the public after opening until a contract is signed, except that the name of each bidder shall be publicly read and recorded.

(D) *Trade Secrets.* Bid records designated by the bidder as containing trade secrets or other proprietary data shall remain closed to the public only when the judicial branch unit concurs in the designation.

(6) *Preliminary and Draft Reports Concerning Court Operations; Pre-decisional Documents.* Final administrative documents and reports concerning the operation of the court system are open for public inspection and copying by the custodian on court premises. Preliminary drafts of such reports, and pre-decisional documents relating to court operations, shall be open once such draft reports and such pre-decisional documents are circulated to any court policy advisory committee or the public for comment.

(7) *Patron Records.* Records maintained in any court law library, clerk's office or court that link a patron's name with materials requested or borrowed by the patron, or that link a patron's name with a specific subject about which the patron has requested information or materials are closed. This provision shall not preclude a library, clerk's office or court from requiring that the request specify any commercial use intended for the records as provided in paragraph (f) of this rule.

(8) *Remote Electronic Access User Records.* Data or information that would disclose that a user of a remote electronic access system has accessed a particular court record is closed. Record access information shall be accessible by the public only on a showing of good cause pursuant to the process set forth in paragraph (f) of this rule.

(9) *Attorney and Judicial Work Product.*

(A) The legal work product and other records of any attorney or law clerk employed by or representing the judicial branch, that are produced in the regular course of business or representation of the judicial branch are closed unless disclosed by the court.

(B) All notes, memoranda or drafts thereof prepared by a judge or other court personnel at the direction of a judge and used in the course of deliberations on rule or administrative matters are closed.

(10) *Juror Records.* The home and work telephone numbers and addresses of jurors, and all other information obtained by special screening questionnaires or in voir dire proceedings that personally identifies jurors summoned for service, except the names of jurors on the master jury list, are confidential, unless disclosed in open court or otherwise opened by order of the court.

(11) *Proprietary and Licensed Material.* Computer programs or other records that are subject to proprietary rights or licensing agreements shall only be disclosed in accordance with the terms and conditions of the applicable agreements and licenses, or by court order. No records shall be closed to the public solely because access is provided by programs or applications subject to licensing agreements, or because they are subject to proprietary rights.

(12) *Copyrighted Documents and Materials.* Documents and materials produced and copyrighted by the court are open to public inspection but may not be re-published without proper authorization from the court.

(13) *Judicial Branch Training Materials and Records.* Evaluation materials and records generated by participants in judicial education programs such as test scores, educational assessments, practical exercise worksheets, and similar materials are closed.

(14) *Certification Records.* Proprietary materials required to be submitted to the Supreme Court by applicants for certification or licensing are closed. Applicants for certification or licensure shall be responsible for clearly identifying any material they consider to be proprietary at the time the material is submitted.

**(f) Access to Records in Paper Medium.**

(1) *Filing a Request.* A request to inspect or obtain copies of records that are open to the public shall be made orally or in a written format acceptable to the custodian. The request shall specify any commercial use intended for the records. All requests for copies must include sufficient information to reasonably identify what is being sought. The applicant shall not be required to have detailed knowledge of the court's filing system or procedures.

(2) *Timely Response.* Upon receiving a request to inspect or obtain copies of records, the custodian shall promptly respond orally or in writing concerning the availability of the records, and provide the records in a reasonable time based upon the following factors:

- (A) Immediate availability of the requested records;
- (B) Specificity of the request and need for clarification;
- (C) Amount of equipment, materials, staff time and other resources required to satisfy the request; or
- (D) Whether the requested records are located at the court or in off site storage.

(3) *Cost; Non-Commercial and Commercial Purposes.*

(A) Applicants who request records for non-commercial purposes shall not be charged any fee for the cost of searching for a record or redacting confidential information from a record, except as provided by statute, nor shall they be required to disclose the intended purpose or use of the records. If no fee is prescribed by statute, the custodian shall collect a per page fee based upon the reasonable cost of reproduction.

(B) An applicant requesting copies, printouts or photographs of records for a commercial purpose shall provide a verified or acknowledged statement to the custodian setting forth the commercial purpose and specific use intended for the records. If the custodian has reason to believe an applicant has failed to adequately disclose the commercial purpose or use of the requested records, the custodian may require additional information regarding the intended use of the records. The custodian shall collect a fee for the cost of:

- (i) obtaining the original or copies of the records and all redaction costs; and
- (ii) the time, equipment and staff used in producing such reproduction.

Notwithstanding the above provision, the Clerks of the Supreme Court and the Court of Appeals shall distribute copies of opinions to authorized publishers free of charge for publication pursuant to law and Ariz.Const. Art. 6, § 8.

(C) The custodian may make billing or payment arrangements with the applicant before satisfying the request, and is authorized to receive and hold deposits for estimated costs until costs are finally determined.

*(4) Delay or Denial; Explanation.*

(A) The custodian is required to comply with any request for records, except requests that are determined:

(i) to create an undue financial burden on court operations because of the amount of equipment, materials, staff time and other resources required to satisfy the request;

(ii) to substantially interfere with the constitutionally or statutorily mandated functions of the court or the office of the custodian;

(iii) to be filed for the purpose of harassing or substantially interfering with the routine operations of the court; or

(iv) to be submitted within one month following the date of a prior request, that is substantially identical to one received from the same source or applicant and previously denied, unless applicable rules, law or circumstances restricting access have changed.

(B)(i) If a request cannot be granted within a reasonable time or at all, the custodian shall inform the applicant in writing of the nature of any problem delaying or preventing access, and if applicable, the specific federal or state statute, law, court or administrative rule or order that is the basis of the delay or denial. If access to any record is denied for any reason, the custodian shall explore in good faith with the applicant alternatives to allow access to the requested records, including redaction of confidential information.

(ii) If unsuccessful, the custodian shall meet with the judge having immediate, supervisory responsibility for the daily operations of the respective court, to determine if an alternative means of access to the records may be provided for the applicant. Thereafter, as soon as practicable, the judge shall inform the applicant if the denial is affirmed. Reviews of the foregoing denial and all other denials shall be conducted in accordance with the provisions of paragraph (f)(5) below.

*(5) Review of Denials to Access Records.*

(A) Any applicant who is denied access to or copies of any record, bulk data, or compiled data pursuant to this rule, shall be entitled to an administrative review of that decision by the presiding judge. The request for review must be filed in writing with the custodian who denied the request within 10 business days of a denial made under paragraph (f)(4) above. The custodian shall forward the request for review, a statement of the reason for denial, and all relevant documentation to the presiding judge or a designee within 5 business days of receipt of the request for review. The presiding judge or designee shall issue a decision as soon as practicable considering the nature of the request and the needs of the applicant, but not more than 10 business days from the date the written request for review was received.

(B) Any party aggrieved by the decision of the presiding judge or designee may seek review by filing a special action pursuant to the Rules of Procedure for Special Actions. If the decision challenged by the special action was issued by a judge of the superior court or court of appeals, the special action shall be filed in the court of appeals. If the decision was issued by a supreme court justice, the special action shall be filed in the supreme court.

**(g) Remote Electronic Access to Case Records.**

(1) A court may provide remote electronic access to case records as follows:

(A) *Parties, Attorneys, and Arbitrators.* Parties, attorneys, and arbitrators may be provided remote electronic access, upon registering, to case records which are not sealed in all case types in which the person is an attorney of record, arbitrator, or named party, including an individual, partnership, corporation, association, or public or private organization. An attorney of record on the staff of a public or private law firm may extend access to any other attorney or person working for or on behalf of that public or private law firm, upon the other attorney's or person's registration.

(B) *Governmental Entities and Public Purpose Organizations.* Any federal, state, tribal, or local governmental entity or public purpose organization may be provided remote electronic access to any case records necessary to carry out a particular governmental or public purpose responsibility. The terms of such access shall be set forth in a memorandum of understanding between the entity or organization and the custodian that includes provisions for safeguarding the confidentiality of any closed records.

(C) *General Public, Registered Users.*

(i) Members of the public who hold an Arizona driver license or nonoperating identification license may be provided remote electronic access, upon registering and paying any established fee, to all of the following categories of case records unless sealed or otherwise made confidential by rule or law:

(a) Civil case records in any action brought to enforce, redress, or protect a private or civil right but not:

- Juvenile dependency and delinquency or other matters brought under ARS Title 8;
- Family law, paternity, or other matters arising out of ARS Title 25;
- Orders of protection, injunctions against harassment and all proceedings, judgments or decrees related to the establishment, modification or enforcement of such orders, including contempt; or
- Probate proceedings brought under ARS Titles 14 and 36.

(b) Civil traffic case records in any action brought as such under ARS Titles 28 or 41 or a matter expressly designated as a civil traffic violation by a traffic ordinance of a city or town, and any boating violation punishable by a civil sanction under ARS Title 5, chapter 3, articles 1 through 11, or a non-traffic ordinance expressly designated a civil violation or a boating ordinance by a city or town.

(c) Criminal case records in any action instituted by the government to punish offenses classified as a misdemeanor or felony brought pursuant to ARS Titles 4, 13, 28, or local ordinance and case records in any action instituted to punish petty offenses classified by ARS § 13-601.

(d) Case records in any action instituted by a county to enforce an ordinance that provides for criminal and civil penalties pursuant to ARS §§ 11-251 and 11-808.

(ii) The following documents shall not be accessible by remote electronic access to users registered under paragraph (g)(1)(C) due to the inability to protect sensitive data that is likely to be contained within these documents:

(a) booking-related documents;

(b) warrants, including search warrants, confidential wiretaps, pen registers, handwriting exemplars, trap and trace, and bench warrants;

(c) charging documents, including criminal and civil traffic charging documents;

(d) pre-sentence reports;

(e) defendant's financial statement;

(f) disposition report;

(g) transcripts; and

(h) all documents in criminal cases in which a juvenile is alleged to be the victim of any offense listed in ARS Title 13, chapters 14 or 35.1. The prosecuting agency, upon filing a charging document described in this paragraph, shall advise the clerk that the case is subject to this provision.

Upon motion by a party, by any person, or upon the court's own motion, and for good cause shown, the court in which such action is pending may issue an order to allow remote electronic access to members of the public, as provided in paragraph (g)(1)(C), to any case in which a juvenile is alleged to be the victim under paragraph (g)(1)(C)(ii)(h). The order may include any appropriate provision required to protect the juvenile from embarrassment or oppression. The burden of showing good cause for an order shall remain with the person seeking remote electronic access to the case record. Irrespective of an order limiting electronic access under this paragraph, the clerk shall provide non-registered users remote electronic access as set forth in paragraph (D)(ii) herein when the court generally provides such non-registered user access in other cases.

(D) *General Public, Non-Registered Users.* Unless otherwise provided by rule or law, members of the public may be provided remote electronic access, without registering, to:

(i) the following data elements in closed cases, including juvenile delinquency, mental health, probate, and criminal cases in which a juvenile is alleged to be the victim, as identified in paragraph (g)(1)(C)(ii)(h) above:

- party names,
- case number,
- judicial assignment, and
- attorney names

(ii) individual case information extracted from a case management system in all civil, criminal, and civil traffic cases identified in paragraphs (g)(1)(C)(i)(a) through (d), and family law cases, including a list of documents filed, events, dates, calendars, party names, month and year of birth, residential city, state and zip code, case number, judicial assignment, attorneys, charges filed or claims made, interim rulings, and case outcomes, including sentence, fines, payment history, minute entries, and notices.

(iii) court of appeals and supreme court opinions and decisions in all case types, except that any appendix in criminal cases in which a juvenile is alleged to be the victim, as identified in paragraph (g)(1)(C)(ii)(h) above, shall not be provided by remote electronic access.

(2) Registration and fees. The registration process and fees for remote electronic access to case records shall be established by the Supreme Court upon the recommendation of the Arizona Judicial Council, and shall be an amount as reasonable as possible to develop, implement, maintain, and enhance the remote electronic access to case records system. All information provided by a potential user for registration purposes shall be closed. Remote access provided pursuant to paragraph (g)(1)(B) shall not require registration or payment of any fees.

(3) Courts and clerks of court shall not display case records online except as provided herein, as provided by ARS § 12-283(I), or as ordered by the court in a particular case. Any remote electronic access shall be conditioned upon the user's agreement to access the information only as instructed by the court, not to attempt any unauthorized access, and to consent to monitoring by the court of all use of the system. The court will also notify users that it will not be liable for inaccurate or untimely information, or for misinterpretation or misuse of the data. Such agreement and notices shall be

provided to the users in any manner the court deems appropriate. The court may deny access to users for failure to comply with such requirements. The court or clerk of court that establishes remote electronic access to case records may also establish limitations on remote electronic access based on the needs of the court, limitations on technology and equipment, staff resources and funding.

(4) Courts and clerks of court must clearly and prominently display current charge dispositions for any case that the court or clerk of court makes publicly available online.

(5) Removing case records from online access.

(A) Courts or clerks of court may remove case management system data and case records from online display once the applicable records retention schedule period is met.

(B) For cases scheduled to be retained more than 25 years, courts or clerks of court may remove case management system data and case records from online display after 25 years, provided the data and records are then retained through an electronically preserved method. In place of the records, the court or clerk of court shall display a notice online which directs the viewer to contact the court or clerk for access to the case record.

(6) The clerk of the court, court, court agency, or their employees shall be immune from suit for any conduct relating to the electronic posting of case documents in accordance with this rule.

(7) Data or information that would disclose that a user of a remote electronic access system has accessed a particular court record is closed. Record access information shall be accessible by the public only on a showing of good cause pursuant to the process set forth in paragraph (f) of this rule.

(8) This paragraph (g) shall not limit the public's right of access to records at a court designated facility, whether in paper or electronic format.

**(h) Access to Audiotape, Videotape, Microfilm, Computer or Electronic Based Records.**

(1) *Scope.* This section applies to all requests to access or obtain copies of any audiotape, videotape, microfilm, computer or electronic based records maintained by the court, except for requests initiated by judges, court administrators, or clerks of the court for use in the administration or internal business of the court.

(2) *Authority; Procedures.*

(A) Except by court order, only the custodian or designee is authorized by this rule to provide access to or copies of computer or electronic based records.

(B) All the requirements set forth in paragraph (f), except subparagraph (3) thereof, are incorporated herein by reference and shall apply to requests for records submitted pursuant to this section.

(3) *Cost to Obtain Copies.*

(A) The custodian shall first meet with the applicant to understand the scope of the request so it can be defined as precisely as possible. The cost to obtain copies of information held electronically, which requires no programming or translation, shall be limited to the cost of materials. If a request requires programming or translation, the applicant shall bear the actual cost incurred by the court to comply with the request for copies of records. If no fee is prescribed by law, the custodian shall collect a fee covering the cost of producing the requested records, including staff time, computer time, programming costs, equipment, materials and supplies.

(B) Unless otherwise prescribed by law relating to the collection and deposit of fees by the custodian, the custodian may retain the fees collected pursuant to paragraph (h)(3)(A) to compensate for the expenses related to reproduction of electronic records.

(4) *Databases, Operating Systems and Network Programs.*

(A) Databases and electronic records containing case and administrative records are open to the public. However, databases and electronic records containing confidential information that may not be entirely redacted, may be closed in accordance with the provisions of paragraph (f)(4).

(B) Documentation and other records that describe the technical location, design, function, operation, or access control features of any court computer network, automated data processing or telecommunications systems, are closed to the public.

(C) Consistent with the court's obligation to provide public access to its records, and subject to resource limitations, the design and operation of all future automated record management systems shall incorporate processing features and procedures that maximize the availability of court records maintained in electronic medium. Automated systems development policy shall require the identification and segregation of confidential data elements from data base sections that are accessible to the public. Whenever feasible, any major enhancement or upgrade to existing systems shall include modifications that segregate confidential information from publicly accessed data bases.

**(5) Correcting Data Errors; Administrative Review.**

(A) Data entry inaccuracies in court calendars, case indexes, or case dockets in a court's case management system may be corrected at any time by the custodian of the record on the custodian's own initiative or on request of an individual as provided in paragraph (h)(5). Clerical errors in judgments, orders, or other parts of the record may be corrected as provided by the applicable rules of procedure.

(B) An individual seeking to correct a data error or omission in an electronic case record shall be entitled to apply for relief with the court in which the original record was filed. The individual shall submit the request to correct the error to the clerk of the court, if any, or to the justice of the peace or municipal court judge. If the custodian to whom the request was submitted determines that the data entry is inaccurate, the custodian shall correct the error as soon as practicable.

(C) If the request is denied by the clerk of an appellate court, the individual may apply for administrative review of the denial by the designated appellate judge or justice. If the request is denied by the clerk of a superior court or by a justice of the peace or municipal court judge, the individual may apply for administrative review of the denial by the presiding superior court judge. The request for administrative review must be filed in writing with the custodian who denied the request within 10 business days of issuance of a denial. The custodian shall forward the request for review, a statement of the reason for denial and all relevant documentation to the presiding or designated judge or justice within 5 business days of the request for review. The presiding or designated judge or justice shall issue a decision as soon as practicable considering the nature of the request and the needs of the applicant, but not later than 10 business days from the date the written request for review was received by the custodian. If the decision of the presiding or designated judge or justice is that the data entry is inaccurate, the custodian shall correct the error as soon as practicable.

(D) Any party aggrieved by the decision of the judge or justice may seek review by filing a special action pursuant to the Rules of Procedure for Special Actions. If the decision challenged by the special action was issued by a judge of the superior court or court of appeals, the special action shall be filed in the court of appeals. If the decision was issued by a supreme court justice, the special action shall be filed in the supreme court.

**(i) Inspection and Photocopying.**

(1) *Access to Original Records.* During regular business hours a person shall be allowed to inspect or obtain copies of original versions of records that are open to the public in the office where such records are normally kept. If access to original records would result in disclosure of information which is not permitted, redacted copies of the closed records may be produced. If access to the original records would jeopardize the integrity of the records, or is otherwise impracticable, a copy of the complete records in other appropriate formats may be produced for inspection. Unless expressly

authorized by the custodian or court order, records shall not be removed from the office where they are normally kept.

(2) *Access to Certain Evidence.* Documents and physical objects admitted into evidence shall be available for public inspection under such condition as the responsible custodian may deem appropriate to protect the security of the evidence.

**(j) Bulk or Compiled Data Dissemination in Bulk.**

(1) *Requests for bulk or compiled court data.*

(A) A custodian may release bulk data to an individual, a private company, or a public organization under this policy. Before releasing bulk data, a custodian shall require the recipient to execute a dissemination contract and disclaimer containing provisions specified by the supreme court.

(B) A custodian may contract with a private company or public organization to provide specialized reports to those requesting them.

(2) *Denying requests for bulk data.* The custodian may deny a request for bulk data in compliance with paragraphs (c), (f)(4), and (h)(4)(A).

(3) *Personal identifiers available in bulk court data.* The custodian of bulk data may release data that contains the following personal identifying information about a petitioner, plaintiff, respondent, or defendant other than a petitioner seeking an order of protection:

(A) name,

(B) address,

(C) date of birth, and

(D) last four digits of the social security or driver license number.

(4) Dissemination of bulk or compiled data is not permitted except as provided in this rule or as permitted by court order.

CREDIT(S)

Added Oct. 9, 1997, effective Dec. 1, 1997. Amended Sept. 24, 1999, effective Dec. 1, 1999; Sept. 18, 2006, effective Jan. 1, 2007; Sept. 3, 2009, effective Jan. 1, 2010; Nov. 10, 2009, effective Jan. 1, 2010.

<Formerly Part XI. Redesignated as Part XII January 15, 2003, effective July 1, 2003.>

COURT COMMENTS [1997]

**Paragraph (c)(2).** This provision mandates the producer and custodian of records to identifiably segregate from the public case records, all administrative documents containing confidential information to avoid inadvertent disclosures. After confidential documents have been removed or information has been redacted from a record, a description of the excised data shall be placed therein, unless the description itself constitutes a violation of confidentiality.

**Paragraph (d)(1)(A).** Following passage of the Stop Juvenile Crime Initiative (Proposition 102) in November 1996, the legislature made substantial revisions to juvenile delinquency proceedings that included opening juvenile court records to the public. See ARS § 8-208, amended effective July 21, 1997.

**Paragraph (d)(2)(A).** The intent of this subsection is to eliminate uncertainty among users regarding who has the primary responsibility to identify and segregate the criminal history record

information (CHRI) under section (9) of Arizona Supreme Court Administrative Order No. 94-16 (Victims' Rights Implementation Procedures), or other mandates. The probation department or other units that initially obtain or produce the CHRI have the primary responsibility to identify and segregate the CHRI from the open portions of the records. The clerk's office has continuing responsibility to maintain the confidentiality of the CHRI that has been marked confidential by the primary user.

**Paragraph (e)(2).** This section does not apply to the records of applicants for judicial appointments or membership on appellate and trial court commissions. Disclosure of information relating to applicants for judicial and commission appointments are subject to the Uniform Rules of Procedure for Commissions on Appellate and Trial Court Appointments.

**Paragraph (e)(6).** This section does not require that draft reports or pre-decisional documents on court operations be maintained or preserved as a public record except as required by applicable records retention policies.

**Paragraph (e)(7).** This section is intended to assure the confidentiality of the record of materials borrowed by any patron; however, the patron's name and address are public records.

**Paragraph (e)(11).** This section acknowledges the court's authority under federal copyright law, to control the copying or re-publication of public records that may be copyrighted by the court. Materials that may be copyrighted include all original writings (except judicial opinions), drawings, audio and video recordings, computer programs and applications, or other original publications, produced by a court employee within the scope of employment.

**Paragraph (f)(4)(A).** Public access to the records of court proceedings is an essential element of a democratic system. Court personnel have a duty to assist the public in obtaining information on their judicial system. That duty is no less a part of court operations than are the other primary duties of the judiciary. This paragraph (f)(4)(A) is intended to deal with situations in which a request jeopardizes the operations of the court, and not to justify refusal of public record requests because compliance will require effort on the part of court personnel.

[1999] COURT COMMENT TO PARAGRAPH (C)(4)

The public is entitled to inspect and obtain copies of court records that are maintained on computer systems or in other non-paper medium as provided in this rule. Because of convenience and cost efficiency, the court is committed to maximizing the availability of records to the public through electronic systems. The production or reproduction of records in a non-standard form or format is encouraged as a service to the public. However, producing or reproducing any record in a form or format not used in the court's ordinary business operations is at the discretion of the custodian.

[1999] COURT COMMENT TO SECTION (F)(3)

This section incorporates the common law exemption for newspapers from the fees charged applicants who seek records for commercial purposes. In Star Publishing v. Parks, 178 Ariz, 604, 875 P.2d 837 (1993), the Court of Appeals, Div. II, determined that newspapers were not engaged in "the direct economic exploitation of public records," and therefore were not subject to the commercial use fees charged by the state under ARS § 39-121.03. For the same reason, those that are regularly engaged in gathering, reporting, writing, editing, publishing or broadcasting news to the public are not considered commercial users of court records.

[2009] COURT COMMENT TO PARAGRAPH (H)(5)

This provision is intended to allow individuals to seek correction of data entry errors appearing in case management system data likely to be displayed online or disseminated in bulk or compiled fashion. The process for correcting errors appearing in judgments, orders, and other parts of the record is

governed by current rules, including Rule 60, Rules of Civil Procedure, Rule 24.4, Rules of Criminal Procedure, and Rule 85, Rules of Family Law Procedure.

HISTORICAL AND STATUTORY NOTES

The June 6, 2005 amendment of this rule by Order No. R-03-0012, which was to become effective December 1, 2005, was vacated by Order dated September 27, 2005.

## Administrative Code Section 7.04, Procurement Appeals Procedure (scanned document)

Administrative Office of the Courts  
Policies and Procedures Manual  
Section: 7.04  
Date: 6/01/94

### AOC PROCUREMENT APPEALS PROCEDURE

#### Purpose

To provide a formal process for appeals arising from AOC use of the Judicial Branch Procurement Code pending adoption by the Court of an appeal process by amendment to the Code.

#### Definitions

- A. "Protest" means an appeal concerning improprieties in a solicitation or in the award of a contract.
- B. "Contract Claim" means an appeal concerning disagreement about a contract provision.
- C. "Debarment" means prohibition of a person from participation in judicial branch procurement for cause.
- D. "Affiliate" means any person whose governing instruments require it to be bound by the decision of another person or whose governing board includes enough voting representatives of the other person to cause or prevent action, whether or not the power is exercised. It may also include persons doing business under a variety of names, or where there is a parent-subsidary relationship between persons.
- E. "Interested party" means an actual or prospective bidder or offeror or a contractor whose economic interest may be affected substantially and directly by the issuance of a solicitation, by the award of a contract, by the failure to award a contract, or by action or inaction based upon a contract term.

#### Procedures

##### A. Informal Appeal

Prior to commencing a formal appeal pursuant to these rules, the interested party must first exhaust any informal appeal process made available by the office or division responsible for the procurement or contract.

##### B. Protests

- 1. Any interested party may protest a solicitation issued by the AOC, or the proposed award or the award of a contract.

The protest shall be submitted in writing to the procurement officer and shall include the following information:

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- a. The name, address and telephone number of the protester;
- b. The signature of the protester or its representative;
- c. Identification of the purchasing agency and the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.

Protests concerning improprieties apparent to the protester before the bid opening or before the receipt of initial proposals shall be filed with the procurement officer before these respective events or, otherwise, within ten days after the protester knows or should know the basis of the protest, whichever is earlier.

If the protester shows good cause, the procurement officer may consider any protest that is not filed timely.

The procurement officer shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.

2. The procurement officer shall issue a written decision within fourteen days after a protest has been filed. The decision shall contain an explanation of the basis of the decision and shall be furnished to the protester and to all interested parties by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

The time limit for decisions may be extended by the Administrative Director for good cause for a reasonable time not to exceed thirty days. The procurement officer shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

If the procurement officer fails to issue a decision within the time limits established, the protester may proceed as if the procurement officer had issued an adverse decision.

3. If the procurement officer sustains the protest in whole or in part and determines that a solicitation, proposed contract award, or contract award does not comply with the procurement statutes and regulations, the officer shall implement an appropriate remedy including:

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- a. Decline to exercise an option to renew under the contract;
- b. Terminate the contract;
- c. Reissue the solicitation;
- d. Issue a new solicitation;
- e. Award a contract consistent with these rules, or
- f. Such other relief as is determined necessary to ensure compliance with these rules.

**C. Contract Claims**

1. A contractor or the agency may file a contract claim with the legal services officer. If a controversy cannot be resolved by mutual agreement, the legal services officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty days after the request is filed. Before issuing a final decision, the legal services officer shall review the facts pertinent to the controversy and secure any necessary assistance from legal, fiscal, and other advisors.
2. The legal services officer shall furnish a copy of a contract claim decision to the contractor, by certified mail, return receipt requested, or by another method that provides evidence of receipt. The decision shall include:
  - a. A description of the controversy;
  - b. A reference to the pertinent contract provision;
  - c. A statement of the factual areas of agreement or disagreement;
  - d. A statement of the legal services officer's decision, with supporting rationale.

If the legal services officer fails to issue a decision within sixty days after the request is filed, the contractor may proceed as if the legal services officer had issued an adverse decision.

**D. Appeal**

1. An appeal from an adverse decision of the procurement officer on a protest or the legal services officer on a contract claim may be filed with the Administrative Director within five days from the date the decision is received.

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The appellant shall also file a copy of the appeal with the officer who rendered the decision appealed.

The appeal shall contain a copy of the decision appealed and the precise factual or legal error in the decision from which an appeal is taken.

The procurement or legal services officer shall immediately give notice of the appeal to all interested parties.

2. The Administrative Director may dismiss, upon written determination, an appeal without a hearing if the appeal is untimely or does not state a valid basis for protest or a valid contract claim. Otherwise, the matter shall be designated for a hearing.

**E. Debarment**

1. Upon receipt of information concerning a possible cause for debarment, the legal services officer shall investigate the possible cause. If the legal services officer has a reasonable basis to believe that a cause for debarment exists, the legal services officer may propose debarment for a period not to exceed three years.
2. The legal services officer shall within seven days notify the subject(s) of a proposed debarment by personal service or certified mail, return receipt requested.

The notice of proposed debarment shall state:

- a. The basis for proposed debarment;
  - b. The proposed debarment period;
  - c. That following debarment, bids or proposals shall not be solicited or accepted from the person and, if received, will not be considered; and
  - d. That the person is entitled to a hearing on the proposed debarment prior to debarment unless the person waives the right to a hearing.
3. If the legal services officer proposes to debar an affiliate, the affiliate shall have a right to appear in any hearing on the proposed debarment to show mitigating circumstances.

An affiliate wishing to appear at any debarment hearing shall in writing advise the legal services officer within thirty days of receipt of the notice of its intention to appear. Failure to provide written notice of appearance within the thirty day period shall be a waiver of the right to appear in the hearing.

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**F. Suspension**

If adequate grounds for debarment and compelling reasons for suspension exist, the Administrative Director may suspend a person from receiving any contract award while debarment is pending. A person suspended pending debarment shall be entitled to a hearing requested within seven days after receipt of the suspension notice to be held within thirty days of the suspension date unless the Administrative Director in his sole discretion determines there is good cause of extension of time.

**G. Hearing**

1. If a hearing is required or permitted under these Rules, the Administrative Director shall act as a hearing officer or appoint as a hearing officer a person not previously involved in the matter appealed.

The hearing officer shall arrange a hearing within ninety (90) days from the date of notice of the decision appealed unless the Administrative Director in his sole discretion determines there is good cause for extension of time.

The hearing shall be conducted in an informal manner without formal rules of evidence or procedure in accordance with A.R.S. § 41-1061 and A.R.S. § 41-1062.

The hearing officer may:

- a. Hold pre-hearing conferences to settle, simplify, or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;
- b. Require parties to state their positions concerning the various issues in the proceeding;
- c. Require parties to produce for examination those relevant witnesses and documents under their control;
- d. Rule on motions and other procedural items on matters pending before such officer;
- e. Regulate the course of the hearing and conduct of participants;
- f. Establish time limits for submission of motions or memoranda;
- g. Impose appropriate sanctions against any person failing to obey an order under these procedures, which may include:

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- (i) Refusing to allow the person to assert or oppose designated claims or defenses, or prohibiting that person from introducing designated matters in evidence;
  - (ii) Excluding all testimony of an unresponsive or evasive witness; and
  - (iii) Expelling person from further participation in the hearing;
- h. Take official notice of any material fact not appearing in evidence in the record, if the fact is among the traditional matters of judicial notice; and
  - i. Administer oaths or affirmations.

A transcribed record of the hearing shall be made available at cost to the requesting party.

- 2. The hearing officer shall make a recommendation to the Administrative Director based on the evidence presented. The recommendation shall include findings of fact and conclusions of law. The hearing officer's recommendation shall be provided to all parties in person or by certified mail, return receipt requested. The parties may submit objections to the hearing officer's recommendation to the Administrative Director within ten days of receipt of the recommendation.

The Administrative Director may affirm, modify, or reject the hearing officer's recommendation in whole or in part, may remand the matter to the hearing officer with instructions or make any other appropriate disposition.

The Administrative Director's decision shall be sent within thirty days after the conclusion of the hearing to all parties by personal service or certified mail, return receipt requested. The decision shall state that any party adversely affected may within ten days request a reconsideration with the Administrative Director.

#### H. Reconsideration

- 1. Requests for reconsideration shall be clearly designated "Request for Reconsideration", shall be filed with the Administrative Director within ten days after receipt of the Administrative Director's decision and shall include any supporting affidavits. All interested parties shall be notified by personal service or certified mail, return receipt requested. Interested parties may file a response including opposing affidavits within ten days of receipt of the notice.

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2. The Administrative Director may grant reconsideration upon his own initiative or upon a written request filed by an aggrieved party within ten days of a final decision for one or more of the following reasons:
  - a. Irregularity in the proceedings before the Administrative Director or an abuse of discretion by the Administrative Director, depriving the requesting party of a fair hearing;
  - b. Misconduct of the Administrative Director, his staff or the hearing officer or any party;
  - c. Accident or surprise that could not have been prevented by ordinary prudence;
  - d. Newly discovered material evidence that could not with reasonable diligence have been discovered and produced at the original hearing;
  - e. Excessive or insufficient penalties;
  - f. Error in the admission or rejection of evidence or other error of law occurring at the hearing;
  - g. A showing that the decision is not justified by the evidence or is contrary to law.
  
3. The Administrative Director's decision concerning a request for reconsideration shall be in writing and shall state the basis of the decision. If the Administrative Director determines a rehearing is needed, the Administrative Director shall specify with particularity the grounds on which the rehearing is granted, and the date, time and place of the rehearing. The rehearing shall cover only those matters specified in the decision. Any rehearing and the decision upon reconsideration shall conform to the requirements of paragraphs 74 and 75.

I. Reinstatement

Any debarred person may request reinstatement by submitting a petition to the Administrative Director supported by documentary evidence showing that the cause for debarment no longer exists or has been substantially mitigated.

The Administrative Director may at any time after a final decision on a debarment reinstate a debarred person or rescind the debarment upon a determination that the cause upon which the debarment is based no longer exists.

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J. Exhaustion of Administrative Remedies

All decisions of the Administrative Director except those subject to reconsideration pursuant to these rules shall be final.

**APPENDIX B  
DATA DISSEMINATION AGREEMENT TEMPLATES**

**DATA DISSEMINATION AGREEMENT  
For use with data re-sellers**

This Agreement is between the Arizona Supreme Court Administrative Office of the Courts ("Court"), located at 1501 W. Washington, Phoenix, Arizona 85007 and [insert name of person/business], ("Data Recipient"), located at [insert address for data recipient].

1. **Data license.** Court hereby grants Data Recipient a non-exclusive, non-transferable license for the use of the data as described in the attached Addendum A (referred to herein as "data" or "court data") subject to the terms and conditions contained herein, and on the schedule described in paragraph 2.
2. **Release Schedule.** Court will deliver to the Data Recipient via Federal Express an initial release of the court data on DVD by the first Friday of the first full week following receipt of payment specified in paragraph 3 from Data Recipient. Thereafter, Court will provide Data Recipient with a monthly update of the court data by the first Friday of the first full business week of each month for eleven additional months.
3. **Payment.** Data Recipient shall pay Court \$ 3,000.00 for the data released under this Agreement. Data Recipient shall also be entitled to receive eleven subsequent monthly updates to the data unless the Agreement is terminated earlier by either party.
4. **Rights and interest.** Data Recipient shall not gain any proprietary right to or interest in any data provided by Court as a result of this Agreement. Any rights or interest, or any portion thereof, derived by Data Recipient under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association or organization of any kind.
5. **Ongoing data scrubbing and updating requirements.**
  - a. Data Recipient agrees to replace any data it uses or provides its customers with the most current data within two business days after the new data becomes available.
  - b. Upon notice from Court, Data Recipient agrees to remove from its files within two business days any court data that has been amended, corrected, sealed, or otherwise restricted, and to notify its downstream users to do the same. The notice from Court shall identify the cases that are to be corrected, removed, or otherwise restricted.
  - c. Data Recipient agrees to delete any nine-digit Social Security Number inadvertently included in the data or to take other appropriate action to ensure that nine-digit Social Security Numbers are not provided to its customers.

6. **Restriction on use of data.**

- a. **Confidentiality of data.** Court will not provide any information that is inaccessible to the public pursuant to court rules governing public access to court records. However, should any data provided be declared to be confidential or sealed by a court after it has been delivered, Data Recipient agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided. Data Recipient further agrees to assume responsibility for knowing such laws and for checking for updates to such laws from time to time.
- b. **Mailing lists prohibited.** Data Recipient will not use or resell data to any person or entity that uses the court data for commercial solicitation of any individual named in the data.
- c. **Re-publication on the Internet.** Data Recipient will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with any of the following personal identifiers: party name, date of birth, address, or last four digits of a social security or driver license number.

7. **Required agreement and notice to downstream users.** Data Recipient agrees to enter into a written Customer Agreement with each of its subscribers, customers, clients, or other third parties (“customers”) (a suggested Customer Agreement is provided in Addendum B) that:

- a. Describes the authorized uses of the court data as set forth in this Agreement, conditions receipt of court data to lawful use, and includes a provision for immediate termination of the Agreement in the event of improper use of the data.
- b. Requires customers to remove from their files any court data that has been amended, corrected, sealed, or otherwise restricted, within two business days from receiving notice from Data Recipient.
- c. Requires customers, within ten days of a notice from Data Recipient of the termination of this Agreement, to purge any and all copies of the court data and certify in writing directly to the Court that the Customer has destroyed the data. A suggested Acknowledgment of Record Destruction Form is provided in Addendum C for use by Data Recipient’s customers.
- d. Requires customers to provide a disclosure statement to each of their subscribers, customers, clients, or other third party recipients at the time any court data is provided to such individual or entity, which states:

The data provided is based on data obtained from the Arizona Supreme Court, Administrative Office of the Courts as of \_\_\_\_\_ (insert date most current version was created). Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other

courts of the State of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.

- e. Data Recipient shall obtain a written Customer Certification from its customers stating that the customer will use the data only for the purposes allowed by law and under the Customer Agreement.
  - f. Data Recipient shall maintain a copy of the Customer Agreement and Customer Certification for a period of not less than six years from the latest date Data Recipient disclosed data to the customer, and shall provide such record to the Court upon request.
8. **Compliance with audits and investigations.** Data Recipient agrees that the Court may audit Data Recipient's compliance with the terms and conditions of the dissemination Agreement and that Data Recipient will cooperate fully with any law enforcement investigation concerning the use of the data by Data Recipient or any of its subscribers, customers, clients, or other third parties. Data Recipient agrees that Court may include "control" or "salted" data as a portion of the provided data as a means to ensure that any personally identifiable information is not used for commercial solicitation or in any other matter that violates the terms and conditions of this Agreement. Data Recipient agrees to allow Court, at its discretion, to perform audits to detect the unauthorized removal of control data or the warehousing of stale data that has been restricted or otherwise amended. For the purpose of any such audit, Data Recipient shall grant Court access to any of its databases containing data obtained under this Agreement at no charge.
9. **Recordkeeping.** Data Recipient shall retain a copy of any records that Data Recipient is required to generate under the terms of this Agreement for a period of not less than five years from the ending date of this contract. Court or its auditor shall have access to such records during the retention period.
10. **Disclaimer.** Court and any courts from which data originated, make no representations or warranties of any kind, including but not limited to the warranties of fitness for a particular purpose or merchantability, nor are any warranties to be implied, with respect to the data made available under this Agreement. Court and all courts from which data originated make no warranties as to the accuracy or completeness of the information contained in the data provided. Court shall not be liable for any claim, regardless of form of action, for any damages resulting from the use by Data Recipient of any data provide under this Agreement. Court shall not be liable for any claim, regardless of form of action, for any damages arising from incorrect or incomplete data provided under this Agreement. Court shall not be liable to Data Recipient or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or

consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

11. **Indemnification.** Data Recipient agrees to defend, indemnify, and hold harmless the Arizona Supreme Court, the Administrative Office of the Courts, any courts from which the data originated, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred as a result of any claims, judgments, or executions arising out of any use made of the court data obtained under this Agreement.

12. **Insurance requirements.** Data Recipient shall provide coverage with limits of liability not less than those stated below:

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

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Each Occurrence \$ 500,000

(i) The policy shall be endorsed to include the following additional insured language: *“The Arizona Supreme Court, any court from which the data originated, the State of Arizona, and their officers, agents, and employees shall be named as additional insureds with respect to liability arising out of the release of data under this agreement.”*

(ii) The policy shall contain a waiver of subrogation against the Arizona Supreme Court, any court from which the data originated the State of Arizona and their officers, agents, and employees for losses arising from release of data under this Agreement.

b. **Additional insurance requirements:** The policy shall include, or be endorsed to include, the following provisions:

(i) The Arizona Supreme Court, any court from which the data originated the State of Arizona and their officers, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by Data Recipient, even if those limits of liability are in excess of those required by this agreement.

(ii) Data Recipient’s insurance coverage shall be primary insurance with respect to all other available sources.

(iii) Coverage provided by Data Recipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

c. **Notice of cancellation:** Each insurance policy required by this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Court. Such notice shall be sent directly to the Administrative Office of the Courts,

Information Technology Director, 1501 W. Washington, 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. Court and the State of Arizona in no way warrant that the above-required minimum insurer rating is sufficient to protect the Data Recipient from potential insurer insolvency.
- e. **Verification of coverage:** Data Recipient shall furnish Court with a certificate of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificate for each insurance policy is 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 Court before data is provided. Each insurance policy required by this Agreement must be in effect at or prior to commencement of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to the Administrative Office of the Courts, Information Technology Director, 1501 W. Washington, Phoenix, AZ 85007. Court reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

- 13. **Applicable law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes thereunder.
- 14. **Injunctive relief; liability.** Data Recipient acknowledges that Court will be irreparably harmed if Data Recipient’s obligations under this Agreement are not specifically enforced and that Court would not have an adequate remedy at law in the event of an actual or threatened violation by Data Recipient of its obligations. Therefore, Data Recipient agrees that Court shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Data Recipient or its personnel without the necessity of Court showing either actual damages or that monetary damages would not afford an adequate remedy. Data Recipient shall be liable to Court for reasonable attorneys’ fees incurred by Court in obtaining any relief pursuant to this Agreement.
- 15. **Assignment and binding effect.** Except as otherwise expressly permitted herein, neither party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other.
- 16. **Relationship of the parties.** Data Recipient is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of Court. Neither Data Recipient nor Court shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **Notice.** Any notice to Court or Data Recipient hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **Non-waiver.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **Termination**

a. For cause. If, in the Court’s sole discretion, it determines that court data has been used improperly or that Data Recipient has failed to comply with any of the terms or conditions required by this Agreement, Data Recipient understands and agrees that the Court will immediately discontinue provision of data updates.

b. Without cause. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

c. Data purge obligation upon termination. Regardless of whether termination is for cause or without cause, within ten days of the effective date of termination of this Agreement, Data Recipient shall purge any and all copies of court data, cease any further distribution of the data to any third parties, and certify in writing to Court that it has destroyed the data and that Data Recipient has provided its customers with the notice described in paragraph 7(c).

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

ARIZONA SUPREME COURT  
Administrative Office of the Courts

[DATA RECIPIENT]

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

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

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

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

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

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

**ADDENDUM A**  
**Public Access Extract Table Format**

<u>Table Name</u>	<u>Field Description</u>	<u>Field Attribute</u>
pa_cs_party	*Unique Party Id *Unique Case Id Source System Party Type Source System Party Description Unique Court Id Case Search Key Party Name Full Birth Date City State Zip Full Case Number First Name Last Name Party Search Key Party Gender State Id Party Origin Registration Hold Flag Failure to Appear Last 4 of SSN DL_Number DL State	integer integer char(6) char(18) integer char(13) varchar(84) char(10) varchar(25) char(2) char(9) char(21) char(12) char(60) char(2) char(1) char(18) varchar(60) char(1) char(1) char(4) char(20) char(2)
pa_prty_addrss	*Unique Party Id *Unique Case Id Party Address Line #1 Party Address Line #2 Party Address City Party Address State Party Address Zip Code Party Country Party Phone	integer integer char(30) char(30) char(25) char(2) char(9) char(2) char(10)
pa_cs	*Unique Case Id *Unique Court Id Full Case Number Case Title Judicial Officer Name Filing Date Disposition Date Case Category	Integer integer char(21) varchar(60) varchar(60) char(10) char(10) char(10)
pa_crim_cnt	*Unique Case Id *Unique Party Id Count Number Citation Type Citation Number Report As Charge	integer integer integer char(3) varchar(15) char(50)

	Disposition Description Disposition Date Class of Offense Description	char(30) char(10) varchar(60)
pa_evnt	*Unique Case Id *Unique Party Id Event Date Event Description Party Type	integer integer date varchar(60) char(6)
pa_court	*Unique Court Id Court Name Court Mailing Address Court Mailing City Court Mailing Zip Court Mailing State Court Physical Address Court Physical City Court Physical Zip Court Physical State Court Contact Phone Number Court Contact Name Court E-Mail Address Court Web Page	integer varchar(60) varchar(60) varchar(30) char(10) (car(2) varchar(60) varchar(30) char(10) char(2) char(15) varchar(60) varchar(60) varchar(60)

NOTE: The age of the data provided will vary depending on the length of time each court of origin maintains data in their case management systems.

This subscription does *not* currently include data from the following courts:

Arizona Supreme Court  
 Court of Appeals – Division 1  
 Court of Appeals – Division 2  
 Superior Court in Maricopa County (Phoenix)(non-criminal cases)  
 Superior Court in Pima County (Tucson)  
 Justice of the Peace Courts in Maricopa County (all)  
 Pima County Consolidated Justice Courts  
 Prescott Justice Court, Yavapai County  
 Chandler Municipal (cases that do not have outstanding debts owing)  
 Gilbert Municipal  
 Mesa Municipal  
 Paradise Valley Municipal  
 Prescott Municipal  
 Tempe Municipal

## **ADDENDUM B Customer Agreement**

This agreement is between \_\_\_\_\_ (“Data Provider”) and \_\_\_\_\_ (“Customer”). Data Provider has agreed to provide Customer Arizona case records that Data Provider receives under a licensing agreement with the Arizona Supreme Court, Administrative Office of the Court (“Court”). The licensing agreement obligates Data Provider to provide its customers with notice of the following restrictions and disclaimers applicable to Customer’s use of and right to retain the Arizona case records covered by this agreement.

### **1. Ongoing data scrubbing and updating requirements.**

Upon notice from Court, Data Provider has agreed to remove from its files within two business days any court data that has been amended, corrected, sealed, or otherwise restricted, and to notify its customers to do the same. The notice from Court shall identify the cases that are to be corrected, removed, or otherwise restricted.

### **2. Restriction on use of data.**

- a. Data Provider will not use or resell data to any person or entity that uses the court data for commercial solicitation of any individual named in the data.
- b. Data Provider will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with any of the following personal identifiers: party name, date of birth, address, or last four digits of a social security or driver license number.

### **3. Customer’s terms and conditions.** As required by Data Provider’s Agreement with the Court, Customer agrees to the following:

- a. Customer agrees to abide by the restrictions on authorized uses of the court data as set forth above, and agrees to use the data only for lawful purposes.
- b. Customer agrees to remove from its files any court data that has been amended, corrected, sealed, or otherwise restricted, within two business days from receiving notice from Data Provider.
- c. Customer agrees that, within ten days of a notice from Data Provider of the termination of its Agreement with the Court, Customer will purge any and all copies of the court data and certify in writing directly to the Court that Customer has destroyed the data.
- d. Customer agrees to provide a disclosure statement to each of its subscribers, customers, clients, or other third party recipients at the time any court data is provided to such individual or entity, which states:

The data provided is based on data obtained from the Arizona Supreme Court, Administrative Office of the Courts as of \_\_\_\_\_ (insert date most current version was created). Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other courts of the State of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.

- e. Customer agrees Data Provider can immediately terminate this Agreement in the event of unauthorized or illegal use of the data.
- f. Upon receipt of notice from Data Provider that Data Provider's agreement with the Court has been terminated, Customer agrees to purge any and all copies of court data, cease any further distribution of the data to any third parties, and provide a written certification to the Court that it has destroyed the data.

*[Data Provider's Name]*

*[Customer's Name]*

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

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

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

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

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

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

### **Addendum C Notice of Records Destruction**

1. \_\_\_\_\_ [insert name of person or entity signing this notice] (“Signatory”) has received Arizona court case information and/or data (“Arizona case information”), which was provided by \_\_\_\_\_ [insert name] (“Data Provider”). Data Provider acquired this information subject to certain terms and conditions of a data licensing agreement (“Agreement”) with the Arizona Supreme Court, Administrative Office of the Court (“Court”).

2. Signatory acknowledges that the Arizona case information it obtained from Data Provider was received subject to Signatory’s obligation to purge all Arizona case information within ten day of notice of termination of the Agreement between Data Provider and Court, and to provide Court with written certification that Signatory has complied with this obligation.

3. Accordingly, Signatory hereby certifies that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Signatory removed and destroyed all Arizona case information from all records in its possession or control received from Data Provider under its Agreement with Court.

\_\_\_\_\_  
Name of Customer

By:

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Name of Authorized Agent (if applicable)

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Complete and return to: Karl Heckart, Chief Information Officer, Arizona Supreme Court, Administrative Office of the Courts, 1501 W. Washington, Suite 414, and Phoenix, AZ 85007.

## DATA DISSEMINATION AGREEMENT

This Agreement is between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("Court"), located at 1501 W. Washington, Phoenix, Arizona 85007, and \_\_\_\_\_, ("Data Recipient"), located at [insert physical mailing address].

2. **Data license.** Court hereby grants Data Recipient a non-exclusive, non-transferable license for the use of the data as described in the attached Addendum A (referred to herein as "data" or "court data") subject to the terms and conditions contained herein, and on the schedule described in paragraph 2.
3. **Release Schedule.** Court will deliver to the Data Recipient via Federal Express an initial release of the court data on DVD by the first Friday of the first full week following receipt of payment specified in paragraph 3 from Data Recipient. Thereafter, Court will provide Data Recipient with a monthly update of the court data by the first Friday of the first full business week of each month for eleven additional months.
4. **Payment.** Data Recipient shall pay Court \$ 3,000.00 for the data released under this Agreement. Data Recipient shall also be entitled to receive eleven subsequent monthly updates to the data unless the Agreement is terminated earlier by either party.
4. **Rights and interest.** Data Recipient shall not gain any proprietary right to or interest in any data provided by Court as a result of this Agreement. Any rights or interest, or any portion thereof, derived by Data Recipient under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association or organization of any kind.
6. **Ongoing data scrubbing and updating requirements.**
  - a. Data Recipient agrees to replace any data it uses or provides its customers with the most current data within two business days after the new data becomes available.
  - b. Upon notice from Court, Data Recipient agrees to remove from its files within two business days any court data that has been amended, corrected, sealed, or otherwise restricted. The notice from Court shall identify the cases that are to be corrected, removed, or otherwise restricted. For the avoidance of doubt, Court acknowledges and agrees that nothing herein shall require Data Recipient to remove historical search reports from its files.
  - c. Data Recipient agrees to delete any nine-digit Social Security Number inadvertently included in the data or to take other appropriate action to ensure that nine-digit Social Security Numbers are not provided to its customers.
6. **Restriction on use of data.**

- d. **Confidentiality of data.** Court will not provide any information that is inaccessible to the public pursuant to court rules governing public access to court records. However, should any data provided be declared to be confidential or sealed by a court after it has been delivered, and the Court notifies Data Recipient of such declaration or sealing, Data Recipient agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided. Data Recipient further agrees to assume responsibility for knowing such laws and for checking for updates to such laws from time to time.
  - e. **Mailing lists prohibited.** Data Recipient will not use or resell data to any person or entity that uses the court data for commercial solicitation of any individual named in the data.
  - f. **Re-publication on the Internet.** Data Recipient will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with any of the following personal identifiers: party name, date of birth, address, or last four digits of a social security or driver license number.
9. **Re-dissemination in bulk.** Data Recipient agrees not to transmit the data it receives from Court to its customers in bulk.
10. **Compliance with audits and investigations.** Data Recipient agrees that the Court may, at its sole expense, audit Data Recipient's compliance with the terms and conditions of this dissemination Agreement and that Data Recipient will cooperate with any law enforcement investigation concerning the use of the provided data by Data Recipient or any of its subscribers, customers, clients, or other third parties. Data Recipient agrees that Court may include "control" or "salted" data as a portion of the provided data as a means to ensure that any personally identifiable information is not used for commercial solicitation or in any other matter that violates the terms and conditions of this Agreement. Data Recipient agrees to allow Court, at its discretion upon at least ten (10) business days prior written notice, to perform audits solely to detect the unauthorized removal of control data or the warehousing of stale data that has been restricted or otherwise amended. For the purpose of any such audit, Data Recipient shall, only to the extent necessary to detect the unauthorized removal of control data or the warehousing of stale data, grant Court access to any of its databases containing data obtained under this Agreement at no charge. The Court shall only have access to the data the Court provided under the terms of this Agreement and shall not have access to any third party data. Such audit may only take place during normal business hours at such reasonable times as Data Recipient and the Court may determine. Data Recipient's trade secrets, background technology, proprietary methodologies algorithms shall not be the subject of any audit by the Court. In addition, the Court's audit rights shall not apply to data, information and records pertaining to Data Recipient customers (as defined in Section 7 of this Agreement) not provided the Court's data or third parties not a party to this Agreement. The scope of the Court's audit shall also not apply to Data Recipient's parent, affiliate or sister companies. The Court shall be bound by Data Recipient's confidentiality and security policies in place at the time of the audit.

10. **Recordkeeping.** Data Recipient shall retain a copy of any records that Data Recipient is required to generate under the terms of this Agreement for a period of not less than five years from the ending date of this contract. Court or its auditor shall have access to such records during the retention period.
21. **Disclaimer.** Court and any courts from which data originated, make no representations or warranties of any kind, including but not limited to the warranties of fitness for a particular purpose or merchantability, nor are any warranties to be implied, with respect to the data made available under this Agreement. Court and all courts from which data originated make no warranties as to the accuracy or completeness of the information contained in the data provided. Court shall not be liable for any claim, regardless of form of action, for any damages resulting from the use by Data Recipient of any data provide under this Agreement. Court shall not be liable for any claim, regardless of form of action, for any damages arising from incorrect or incomplete data provided under this Agreement. Court shall not be liable to Data Recipient or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.
22. **Indemnification.** Data Recipient agrees to defend, indemnify, and hold harmless the Arizona Supreme Court, the Administrative Office of the Courts, any courts from which the data originated, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred as a result of any claims, judgments, or executions arising out of any use made of the court data obtained under this Agreement.
23. **Insurance requirements.** Data Recipient shall provide coverage with limits of liability not less than those stated below:
- a. **Commercial General Liability – Occurrence Form**
- General Aggregate \$1,000,000
  - Products – Completed Operations Aggregate \$ 500,000
  - Personal and Advertising Injury \$ 500,000
  - Blanket Contractual Liability – Written and Oral \$ 500,000
  - Each Occurrence \$ 500,000
- (i) The policy shall be endorsed to include the following additional insured language: *“The Arizona Supreme Court, any court from which the data originated, the State of Arizona, and their officers, agents, and employees shall be named as additional insureds with respect to liability arising out of the release of data under this agreement.”*
- (ii) The policy shall contain a waiver of subrogation against the Arizona Supreme Court, any court from which the data originated the State of Arizona and their officers, agents, and employees for losses arising from release of data under this Agreement.

b. **Additional insurance requirements:** The policy shall include, or be endorsed to include, the following provisions:

(i) The Arizona Supreme Court, any court from which the data originated the State of Arizona and their officers, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by Data Recipient, even if those limits of liability are in excess of those required by this agreement.

(ii) Data Recipient's insurance coverage shall be primary insurance with respect to all other available sources.

(iii) Coverage provided by Data Recipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

c. **Notice of cancellation:** Each insurance policy required by this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Court. Such notice shall be sent directly to the Administrative Office of the Courts, Information Technology Director, 1501 W. Washington, 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. Court and the State of Arizona in no way warrant that the above-required minimum insurer rating is sufficient to protect the Data Recipient from potential insurer insolvency.

e. **Verification of coverage:** Data Recipient shall furnish Court with a certificate of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificate for each insurance policy is 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 Court before data is provided. Each insurance policy required by this Agreement must be in effect at or prior to commencement of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to the Administrative Office of the Courts, Information Technology Director, 1501 W. Washington, Phoenix, AZ 85007. Court reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

13. **Applicable law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes thereunder.

14. **Injunctive relief; liability.** Data Recipient acknowledges that Court will be irreparably harmed if Data Recipient's obligations under this Agreement are not specifically enforced and that Court would not have an adequate remedy at law in the event of an actual or threatened violation by Data Recipient of its obligations. Therefore, Data Recipient agrees

that Court shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Data Recipient or its personnel without the necessity of Court showing either actual damages or that monetary damages would not afford an adequate remedy. Data Recipient shall be liable to Court for reasonable attorneys' fees incurred by Court in obtaining any relief pursuant to this Agreement.

15. **Assignment and binding effect.** Except as otherwise expressly permitted herein, neither party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other.
16. **Relationship of the parties.** Data Recipient is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of Court. Neither Data Recipient nor Court shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **Notice.** Any notice to Court or Data Recipient hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **Non-waiver.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
19. **Termination**
  - b. For cause. If, in the Court's sole reasonable discretion, it determines that court data has been used improperly or that Data Recipient has failed to comply with any of the material terms or conditions required by this Agreement, Data Recipient understands and agrees that the Court will immediately discontinue provision of data updates, If Data Recipient fails to cure the default within thirty (30) days of Data Recipient receiving written notice from the Court detailing the default.
  - c. Without cause. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.
  - d. Data purge obligation upon termination. Regardless of whether termination is for cause or without cause, within ten days of the Court's written request, Data Recipient shall purge any and all copies of court data, cease any further distribution of the data to any third parties, and certify in writing to Court that it has destroyed the data.

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

ARIZONA SUPREME COURT  
Administrative Office of the Courts

[DATA RECIPIENT]

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

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

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

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

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

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

**ADDENDUM A**  
**Public Access Extract Table Format**

<u>Table Name</u>	<u>Field Description</u>	<u>Field Attribute</u>
pa_cs_party	*Unique Party Id *Unique Case Id Source System Party Type Source System Party Description Unique Court Id Case Search Key Party Name Full Birth Date City State Zip Full Case Number First Name Last Name Party Search Key Party Gender State Id Party Origin Registration Hold Flag Failure to Appear Last 4 of SSN DL_Number DL State	integer integer char(6) char(18) integer char(13) varchar(84) char(10) varchar(25) char(2) char(9) char(21) char(12) char(60) char(2) char(1) char(18) varchar(60) char(1) char(1) char(4) char(20) char(2)
pa_prty_addrss	*Unique Party Id *Unique Case Id Party Address Line #1 Party Address Line #2 Party Address City Party Address State Party Address Zip Code Party Country Party Phone	integer integer char(30) char(30) char(25) char(2) char(9) char(2) char(10)
pa_cs	*Unique Case Id *Unique Court Id Full Case Number Case Title Judicial Officer Name Filing Date Disposition Date Case Category	Integer integer char(21) varchar(60) varchar(60) char(10) char(10) char(10)
pa_crim_cnt	*Unique Case Id *Unique Party Id Count Number Citation Type Citation Number Report As Charge	integer integer integer char(3) varchar(15) char(50)

	Disposition Description Disposition Date Class of Offense Description	char(30) char(10) varchar(60)
pa_evnt	*Unique Case Id *Unique Party Id Event Date Event Description Party Type	integer integer date varchar(60) char(6)
pa_court	*Unique Court Id Court Name Court Mailing Address Court Mailing City Court Mailing Zip Court Mailing State Court Physical Address Court Physical City Court Physical Zip Court Physical State Court Contact Phone Number Court Contact Name Court E-Mail Address Court Web Page	integer varchar(60) varchar(60) varchar(30) char(10) (car(2) varchar(60) varchar(30) char(10) char(2) char(15) varchar(60) varchar(60) varchar(60)

NOTE: The age of the data provided will vary depending on the length of time each court of origin maintains data in their case management systems.

This subscription does *not* currently include data from the following courts:

Arizona Supreme Court  
Court of Appeals – Division 1  
Court of Appeals – Division 2  
Superior Court in Maricopa County (Phoenix)(non-criminal cases)  
Superior Court in Pima County (Tucson)  
Justice of the Peace Courts in Maricopa County (all)  
Pima County Consolidated Justice Courts  
Prescott Justice Court, Yavapai County  
Chandler Municipal (cases that do not have outstanding debts owing)  
Gilbert Municipal  
Mesa Municipal  
Paradise Valley Municipal  
Prescott Municipal  
Tempe Municipal

**DATA DISSEMINATION AGREEMENT  
Under ACJA §1-605(D)(3)**

This Agreement is between the \_\_\_\_\_ COURT ("Court"), located at \_\_\_\_\_, Arizona \_\_\_\_\_, and \_\_\_\_\_, ("Data Recipient"), located at [insert physical mailing address].

3. **Data license.** Court hereby grants Data Recipient a non-exclusive, non-transferable license for the use of the data provided hereunder, subject to the terms and conditions contained herein.
4. **Data to be released.** Court will deliver to the Data Recipient [insert description of what data will be provided, in what format, and when court will provide it. If data will be exchanged electronically over a period of time, include a change management process and allocation of responsibilities for ensuring any unilateral software modifications do not disrupt the ongoing exchange of electronic case record information].
5. **Payment.** Data Recipient shall pay Court \$ \_\_\_\_\_ for the data released under this Agreement.
4. **Rights and interest.** Data Recipient shall not gain any proprietary right to or interest in any data provided by Court as a result of this Agreement. Any rights or interest, or any portion thereof, derived by Data Recipient under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association or organization of any kind.
5. **Restriction on use of data.**
  - g. **Confidentiality of data.** Court will not provide any information that is inaccessible to the public pursuant to court rules governing public access to court records. However, should any data provided be declared to be confidential or sealed by a court after it has been delivered, and the Court notifies Data Recipient of such declaration or sealing, Data Recipient agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided. Data Recipient further agrees to assume responsibility for knowing such laws and for checking for updates to such laws from time to time.
  - h. **Mailing lists prohibited.** Data Recipient agrees to not use or resell the data obtained under this Agreement to any person or entity that uses the court data for commercial solicitation of any individual named in the data.
6. **Disclaimer.** Court makes no representations or warranties of any kind, including but not limited to the warranties of fitness for a particular purpose or merchantability, nor are any warranties to be implied, with respect to the data made available under this Agreement. Court makes no warranties as to the accuracy or completeness of the information contained

in the data provided. Court shall not be liable for any claim, regardless of form of action, for any damages resulting from the use by Data Recipient of any data provide under this Agreement. Court shall not be liable for any claim, regardless of form of action, for any damages arising from incorrect or incomplete data provided under this Agreement. Court shall not be liable to Data Recipient or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

[COURT]

[DATA RECIPIENT]

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

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

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

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

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

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

## APPENDIX C PROPOSAL PRICING SHEETS

Vendor is to provide pricing for a system for remote access to court records and data based on the following models:

1. Firm fixed price. For each item contained in this worksheet, vendor is to confirm acknowledgement and /or compliance with the specification by responding with a “Yes” or “No” indicating whether the item is contained within the base product offering already developed or whether the item would only be available as a result of custom development activity. This specific information is important for RFP evaluators to consider. Vendor is to return the completed worksheet with the proposal documents.
  - a. Vendor supplies software and services, including e-Commerce and related customer support.
  - b. Vendor supplies software only for installation and operation by the AOC with no additional services or customer support.
2. Service is self-funded by fees associated with transactions.
3. Vendor provides software and services to the AOC for a fixed price, then charges customer’s transaction fees.
4. Vendor’s value-add or premium services pricing.

### Pricing Model 1a

(A) No.	(B) Requirement Category (Evaluation Criterion)	(C) Requirement (Specification)	(D) Sub- Requirement (Detailed Specification)	(E) Out-of-Box Solution (Y/N)	(F) Custom Development Required (Y/N), Provide Detailed Explanation	(G) Price
1	Ease of Use	Enables location retrieval, viewing, printing, and payment for court case documents and/or case data.				
		Offers AOC configurable governors,	Number of documents			

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
		including:	retrieved or purchased per transaction			
			Amount of data retrieved or purchased per transaction			
			Determining fee eligibility of specific customers by role			
			Supports ad hoc and predefined query capabilities			
		Supports custom query requests with escalation to AOC for approval and creation of custom indexes				
		Delivers court documents and/or case data in near-real time				
2	Integration	Integrates with AOC designed API to provide access to documents and/or related case data				

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
		using AOC's CCI infrastructure, based on parameters passed				
3	Security	Adheres to applicable Arizona court rules governing access to documents and/or related case data, including	A customer account registration mechanism that enables customers to have their identities verified prior to any vendor services being provided			
			A customer account registration mechanism that allows the AOC to manage all existing accounts (e.g., establish customer security roles and access privileges).			
			Limiting access to			

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
			purchased documents for specified period of time			
			Using SSL communications between customer and vendor			
			Using dedicated private network connection between vendor and AOC			
4	Financial	Enables payment for access to documents and/or case-related data through electronic means, including	Solution for taking payments from customers			
			Description of manner in which funds will be received by the AOC			
			Documented accounting			

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
			practices related to public funds			
5	Audit	Tracks and retains customer activity by date and time of access to court case documents and/or case data				
		Provides customers ability to review own activity information, for billing reconciliation				
		Protects audit related information from access outside of the AOC				
		Provides audit information to AOC at specified intervals or pre-defined schedule				
6	Transition	Documents transition of technology developed or used during AOC engagement, including optional items				
		Strategy for ensuring seamless transition for	Vendor goes out of business, is			

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
		users and maintaining adequate controls and accountability for all online activities in the following situations:	sold, or decides to otherwise no longer provide contracted services			
			AOC terminates sale of documents and/or case data			
			Contract expires and AOC selects another vendor			
7	Change Management	Documented product release and change management methodology with detailed process flow, including:	Coordination points with the AOC			
			Support for product enhancements, new releases, and configuration changes			
			Associated release notes			

(A) No.	(B) Requirement Category (Evaluation Criterion)	(C) Requirement (Specification)	(D) Sub- Requirement (Detailed Specification)	(E) Out-of-Box Solution (Y/N)	(F) Custom Development Required (Y/N), Provide Detailed Explanation	(G) Price
			Revised product documentation			
8	Service Level Agreement	Documented service levels, especially availability commitments, response times, and problem resolution times				
9	Customer Support	A customer support model, the levels of customer support offered, and details therein				
10	Allowances	Agrees to provide/allow for free access to criminal case minute entries under A.R.S. §12-283(J)				
		Agrees to provide free access to data and documents needed by government entities, as defined by the Court				
11	Architecture	Complies with <a href="#">Judicial Branch Enterprise Architecture Standards</a>				

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
Opt.	Value-Added Services	Provides other value- added services, as described by vendor, for example:	Customer account subscription options by role or volume of usage			
			Provides ability to certify a court document that can be validated by a third-party without requiring an account			
			Redaction of personal information within documents that are otherwise publicly available			
			Method for AOC to test queries of data at no charge			
			Method for customer to retrieve sample data for a query result prior to			

<b>(A) No.</b>	<b>(B) Requirement Category (Evaluation Criterion)</b>	<b>(C) Requirement (Specification)</b>	<b>(D) Sub- Requirement (Detailed Specification)</b>	<b>(E) Out-of-Box Solution (Y/N)</b>	<b>(F) Custom Development Required (Y/N), Provide Detailed Explanation</b>	<b>(G) Price</b>
			purchase			
			Method for customers to preview a document prior to purchase			
			Billing services tailored to large volume users			
			Query-building screen exposing various data elements but not the entire universe of available data			
			Other value-added services not previously defined (include separate narrative for each)			

**Pricing Model 1b:** Vendor supplies software only for installation and operation by the AOC with no related services.

Specific Functionality	Associated Price	Notes
Access to Court Case Documents by Registered User		
Access to Court Case Data by Registered User		
Commercial Access to Bulk Data		

**Pricing Model 2:** Service is self-funded by fees associated with transactions.

Service Type	Single Document or Query	Vendor-Defined Volumes				
		Volume XX	Volume XX	Volume XX	Volume XX	Volume XX
Access to Court Case Documents by Registered User						
Access to Court Case Data by Registered User						
Commercial Access to Bulk Data						

**Pricing Model 3:** Vendor-proposed hybrid pricing model. Note: Vendor may modify table as necessary.


**Pricing Model 4:** Vendor value-add or premium service offerings.

<b>Value-add Offering</b>	<b>Price</b>	<b>Scope</b>
Customer Account Subscription/Billing Options		
Certified Electronic Copies		
Redaction Services		
Query Testing of Live Data		
Sample Retrieval of Data		
Preview of Documents		
Billing Services for Large-Volume Customers		
Reformatting Data to Fulfill Custom Requests		
Providing Free Public Access		