



ARIZONA SUPREME COURT

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

Request for Proposals

RFP 12-08
Judicial Decision Support 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 an automated judicial decision support system designed to reduce the courts reliance on paper that will allow for real-time updating and viewing of digital case documents. The Arizona Supreme Court's Administrative Office of the Courts (AOC) and local courts maintain the information repositories that will feed the system. It is the intent of the Court to implement the request system in phases beginning in an appellate, urban and rural court. At the discretion of the Court, additional courts may be implemented in later phases, or the project may be discontinued if expected benefits, efficiencies and value from the solution are not realized, or for other reasons.

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, January 24, 2013, in accordance with the schedule below.

The public opening will be conducted on January 24, 2013 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 January 10, 2013 at 3:00PM, 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 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

Activity	Date
a. Request for Proposals (RFP) Published	December 20, 2012
b. Deadline to Submit Written Questions	January 3, 2013
c. Proposer's Conference	January 10, 2013
d. Proposal Due Date	January 24, 2013

The Court reserves the right to deviate from this schedule.

- * **Proposals received after 4:00pm, Arizona Time, January 24, 2013, 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 12-08 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 are incorporated by reference herein and are made a part of this document as if they were 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: Indicates the imperative.
- C. May: Denotes the permissive.

8. **Explanation to Bidders**

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by January 3, 2013 by 5:00PM, Arizona Time to:

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

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

9. **Submission of Proposal**

- A. Sealed proposals are due on or before 4:00PM, Arizona Time, January 24, 2013, 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 (1) 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, January 24, 2013, 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 vendors who are determined to be susceptible to an award 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 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. It is the intention of the Court to award a contract for a four-year period with options to extend or renew for additional two-year terms up to a ten-year period.

13. Current Product

All software offered in this solicitation shall be currently available, in production, ready to be deployed and capable of meeting the requirements set forth in this solicitation. The Court is not seeking a software development relationship with a vendor.

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 at least 3 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, and 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 or annual report and financial statement 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 sufficient information regarding their financial stability may be negatively impacted.

SECTION 3 SPECIFICATIONS

PURPOSE / INTENT

3.1 Introduction and Overview

The Court seeks a vendor to provide an automated judicial decision support system designed to reduce the courts reliance on paper and that will allow for real-time updating and viewing thereby eliminating the need for courts to print, sign-by-hand, ink stamp, photocopy, courier, fax, post, file, locate and distribute all documentation relative to cases handled by each judge.

The Arizona Supreme Court's Administrative Office of the Courts (AOC) and local courts maintain the information repositories that will feed the online system. Proposed systems must be able to interface with the Court's and other agency systems. The Court is not looking to replace current case or electronic document management systems.

It is the intent of the Court to implement the requested system in phases beginning with three (3) courts for phase one: the Appellate Court Division 1, the Superior Court in Pima County's Civil Bench and the Superior Court in Yavapai County. For each court, it is expected that 3 judicial divisions will be included in the first phase. Each judicial division consists of 4 staff: the Judge, Judicial Assistant, Bailiff and Clerk or other staff supporting the work of the Judge. At the discretion of the Court, additional divisions or courts may be implemented in later phases, or the project may be discontinued if expected benefits, efficiencies and value from the solution are not realized, or for other reasons.

3.2 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. In Production Today means solution is currently implemented, live and in use by a customer.
11. In Development Today means development work is currently underway to deliver the solution to a production environment.
12. New Development means that plans are being made to develop the solution but work has not started.
13. Delivery Schedule means the date the solution is planned to be delivered to a production state.

REQUIREMENTS

3.3 Technical Background

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 (CMS) and is connected to a digital communications network. Additionally, all of the general jurisdiction (GJ) courts have an electronic document management system (EDMS). 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.

Deployed in all counties except Maricopa and Pima, a second-generation case management system called Arizona Judicial Case Management System (AJACS) 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, and electronic archiving. The CMS 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. Pima and Maricopa counties have implemented other case management systems which provide the same functionality as AJACS yet tailored to the needs of larger urban courts.

Each case management system feeds a central data repository for the judicial branch to use at a statewide level. This repository provides access to information and statistical reporting at the state level.

During the same timeframe, the Judiciary has also provided electronic access to court information via the Internet and business to business data sharing initiatives. This is an effort 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, disposition 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 “e-everything” solutions that improve efficiency and customer service. As e-filing grows in usage, creation of software solutions that allows judges to work more naturally and seamlessly with digital documents in their native format is becoming more important.

3.4 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 2,377,259 case filings between July 1, 2010 and June 30, 2011 (see http://www.azcourts.gov/Portals/39/2011DR/SW_CaseActivity.pdf). On average, over 9,000 cases were filed in Arizona courts every working day. 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.

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, the general jurisdiction court of record, is located in each of the 15 counties in the state. The Superior Court is found 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 cases (misdemeanor), felony preliminary hearings, and civil matters while municipal courts deal primarily with misdemeanor 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
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Superior Court

177 Judges, 4-year terms
 Presiding Judge in each county

Apache	1	Greenlee	1	Pima	30
Cochise	5	La Paz	1	Pinal	10
Coconino	5	Maricopa	95	Santa Cruz	2
Gila	2	Mohave	7	Yavapai	7
Graham	1	Navajo	4	Yuma	6

In addition to the judicial positions listed above, there are approximately 98 full-time and part-time judges pro tempore, commissioners and hearing officers in the Superior Court.

Justice of the Peace Courts

88 Judges, 88 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	26		

Municipal Courts

154 Full- and Part-time Judges, varying terms

	Judges	Courts		Judges	Courts
Apache	3	3	Mohave	5	4
Cochise	5	5	Navajo	4	4
Coconino	5	4	Pima	17	5
Gila	7	6	Pinal	9	9
Graham	3	3	Santa Cruz	2	2
Greenlee	1	1	Yavapai	12	9
La Paz	2	2	Yuma	5	4
Maricopa	75	23			

The Superior Court in thirteen counties use the AJACS CMS in Arizona; each has a separate, but identical, database hosted in the AOC's datacenter. All of these databases run on shared database servers, using Windows Server 2008 and SQL Server 2008. Each of these superior court locations also administers a local EDMS, running a Hyland's OnBase document management software. OnBase versions currently in production are 9.2, and 11. The CMS and EDMS systems are integrated through a series of custom and vendor provided API's, allowing users to add and view documents in the EDMS directly through the CMS.

1. The Superior Court in Maricopa County uses a custom CMS called Integrated Court Information System (iCIS) which uses SQL Server 2008 for the CMS DB and the OnBase EDMS.
2. The Superior Court in Pima County uses a custom CMS called AGAVE which uses SQL Server 2008 R2 for the CMS DB and a custom EDMS.
3. The Supreme Court and Division 1 Appellate Court use a custom CMS called Appellation which uses Informix 11.10 for the DB and the OnBase 9.2 EDMS.
4. The Division 2 Appellate Court uses a custom CMS called ODS+ and the SIRE EDMS.

Note: The vendor should anticipate a mixed technical environment.

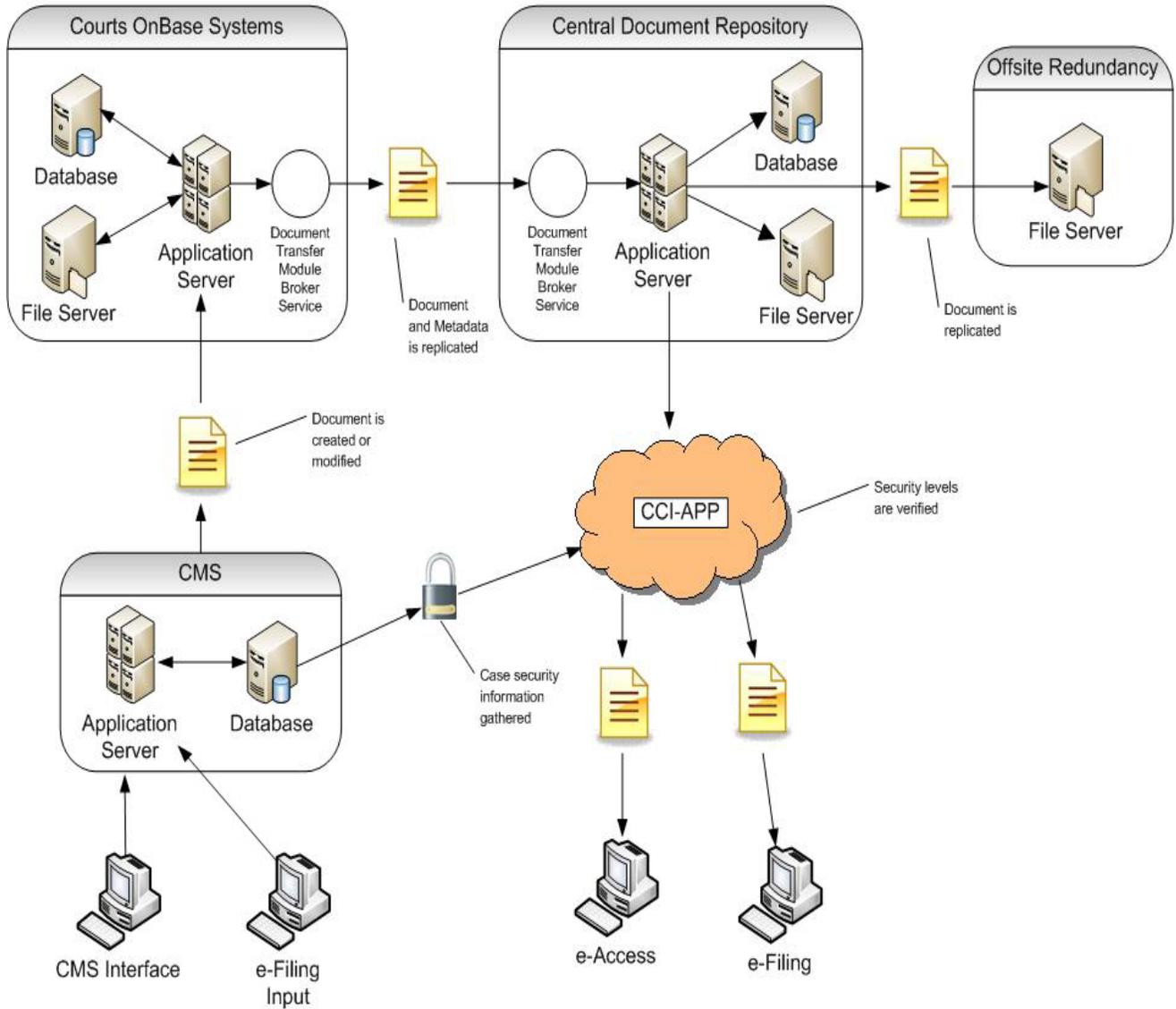
The Judiciary is also in the process of developing a central statewide index of case data, referred to as the Central Case Index (CCI), and the same for court documents, a Central Document Repository (CDR). The CCI, when complete, will contain a series of de-normalized data indexes containing basic case information. The CDR, once complete, will contain all the court documents for the superior court in 13 of the 15

counties in Arizona, including the ability to get to Pima and Maricopa County documents through remote web services. These data sources will eventually provide access for many statewide applications via the AOC's Enterprise Service Bus (ESB). Examples of court applications expected to use the CCI and CDR are, but are not limited to, e-filing, public access (free and paid), KPI dashboards, statewide statistical data mining, and federal system integration. The CCI uses both SQL Server 2012 and Rapid Online Access Method (ROAM) 2.9 to store and index data. The CDR uses OnBase 11.

3.5 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 data and documents to be accessed by the vendor will be stored both within the "Central Case Index (CCI)" node and the "Central Document Repository (CDR)" node, as well as in the source systems databases and their respective EDMS's.

Overview of the Document Transfer Module



Through this procurement, the Court does not intend to recreate existing architecture, CMS, EDMS or other solutions using different technology sets. The proposed solution must maximize the utility of the existing CMS, EDMS, architecture and technologies.

3.6 Architecture Standards

The technology set and architectural standards at the foundation of the AOC's existing infrastructure include but are not limited to:

- Server Operating Systems
 - Microsoft Windows Server 2008R2 x64 (Standard, Enterprise)
 - IBM AIX level 5300-08
- Internal Desktop Operating Systems
 - Mostly Microsoft Windows Vista
 - Plans to move to Windows 8 eventually
- Integration Technologies
 - Web Services (WCF, SOAP)
 - IBM Web Sphere MQ Series 7.0.1.2
 - XML
- Database
 - Microsoft SQL Server 2005, 2008, 2012,
 - 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, MVC, Linq to Entity)
- 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
 - 3-Tier (Software and Hardware)
 - Secured (Firewalls between Tiers)
 - Service Oriented (SOA, SAAS)
- End User Interface (Browser)
 - Safari, Internet Explorer 7, 8, 9, Mozilla, Google Chrome, and Android Browser

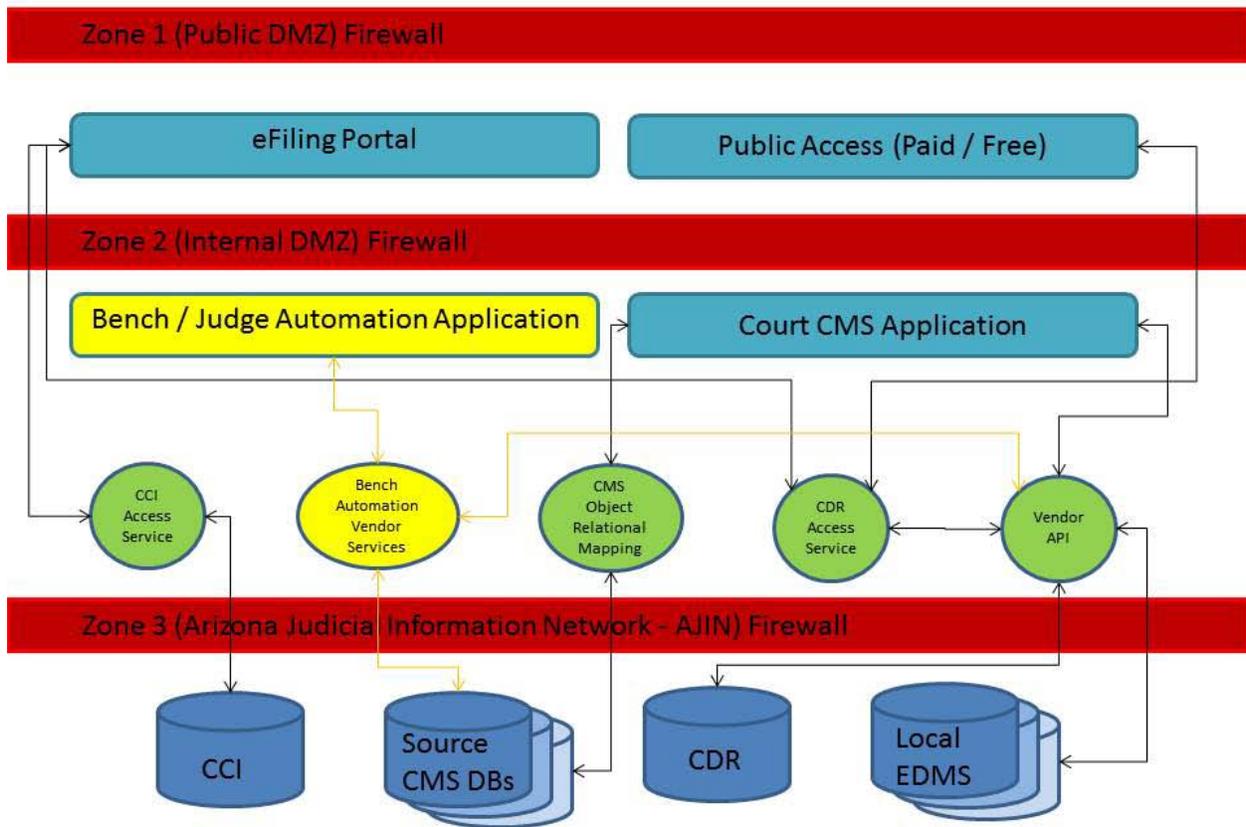
- Maintain compatibility with general release versions of mainstream browsers

For a full list of AOC enterprise Architecture standards please see the following link:
<http://www.azcourts.gov/Portals/87/Archives/FY12/12FEB10/EAS2012.pdf>

All data and documents available will be stored at the AOC and/or the originating court's location. This information will be accessed through a set of APIs exposed to the vendor's application. The AOC envisions that these APIs will be exposed to the vendor application through web services, IBM WebSphere MQ Series or other proposed approaches. The AOC will only consider internal hosting for the vendor application component. All APIs, 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 outside of the AOC's Data Center. The AOC also requires source code ownership for any components developed by the vendor as part of the APIs, or source AOC systems, if that were to occur.

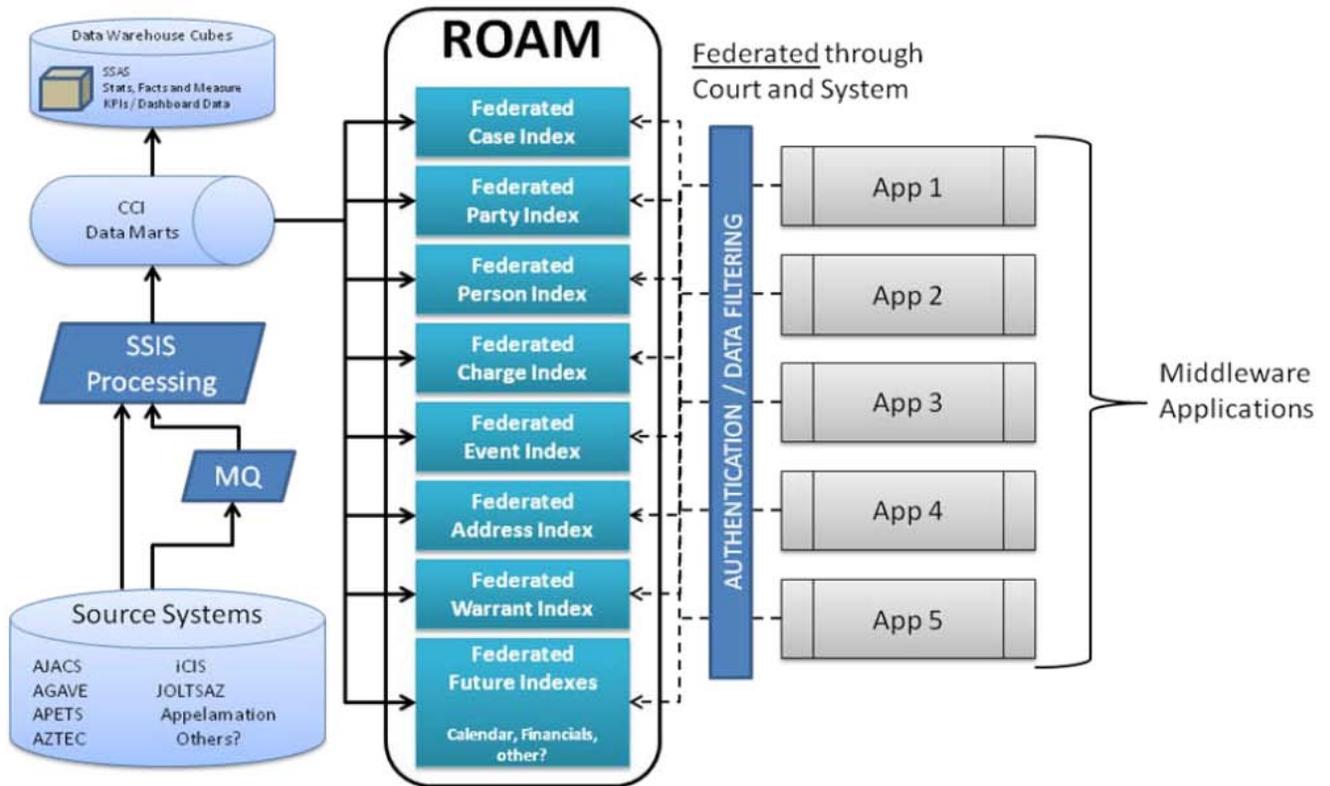
3.7 Three Tier Application Diagram

The diagram below shows some of the basic architecture of the applications at the AOC that support the proposed solution getting access to data and documents it needs. The application being solicited is depicted in yellow titled "Bench/Judge Automation Application". This application will access both court data and documents exclusively by internal AJIN users. The response should include how the proposed solution will fit into this architecture including requirements for data and document access. The solution may pull from the source systems directly or the CCI / CDR. Discussions or demonstrations with the vendors after review of the proposals may occur to determine the best approach.



3.8 Central Case Index

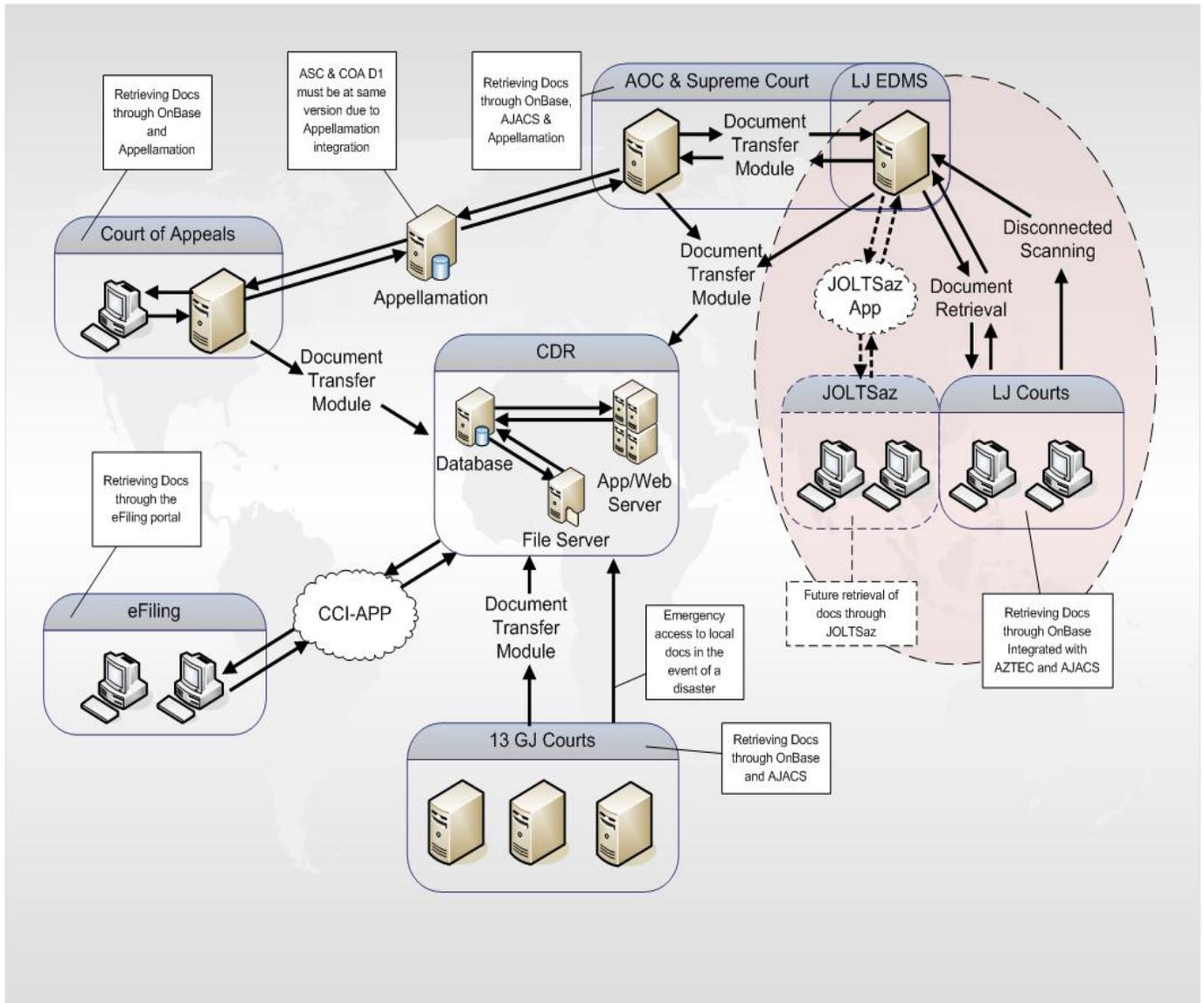
The diagram below shows how the ROAM and CCI Data Marts comprise the CCI. It illustrates the way CCI is populated and accessed, and shows a related data warehouse. The ROAM indexes are accessed through middleware applications which in turn are used by front-end applications. All access to the CCI is performed through a secured, 3-tier architecture, and never directly. The indexes illustrated inside the ROAM boundary do not represent all indexes available, but rather a sampling of likely indexes.



3.9 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 County Superior, Pima County Superior, and Maricopa County Justice Courts replicate to the central document repository for disaster recovery and statewide application uses. 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 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.



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 (Custom Built)
- 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 web service to return matching documents from remote EDMSs.

While open to other proposals, it is expected the solution will be deployed locally in Maricopa and Pima counties. For all other courts including the Superior Court in Yavapai County, the solution will be deployed centrally; however, the Court will entertain other options if there is an advantage.

The response shall identify underlying third-party software and hardware used by the proposed solution.

SCOPE OF WORK

It is the intent of the Court to implement the requested system in phases beginning in the Appellate Court Division 1, the Superior Court in Pima County's Civil Bench and the Superior Court in Yavapai County. For each court, it is expected that 3 judicial divisions will be included in the first phase. Each judicial division consists of 4 staff: the Judge, Judicial Assistant, Bailiff, and Clerk or other staff supporting the work of the Judge. At the discretion of the Court, additional divisions or courts may be implemented in later phases, or the project may be discontinued if expected benefits, efficiencies and value from the solution are not realized, or for other reasons.

The scope of this project applies to the presentation, management, and common tasks related to the work of trial court judges. These are the tasks that take place in the course of daily business at the court. Tasks include the following components:

1. Configurable view of the calendar
2. A view of case and party information
3. For Judges, Judicial Assistants, Clerks, and Other Court Staff access to case documents based on role
4. Form and document creation including electronic signature and thumbprint capture capabilities
5. Integration with the Case Management System (CMS) and Document Management System (DMS)
6. Entry and display of private (e.g. viewable only by the Judge) and/or public notes on the case, documents, hearings or parties

3.10 Functional Requirements

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.0 Usability				
<i>Court</i>				
1.1	System shall default to the court or division to be associated with the judge or staff member who is logged in.			
1.2	System shall allow user to select another court or division from which to view cases.			
<i>Calendar</i>				
1.3	System shall allow user to view a calendar showing the number of hearings.			
1.4	System shall allow user to view a calendar showing the types of hearings.			
1.5	System shall allow user to view the number of hearings to be held for a day's calendar.			
1.6	System shall allow user to view the number of hearings that have been held for a day's calendar.			
1.7	System shall allow user to customize their view of cases or hearings (e.g. "My Favorites").			
1.8	System shall allow user to configure the view of calendar information including but not limited to the following:			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.81	Case Number			
1.82	Party			
1.83	Assigned Court			
1.84	Assigned Division			
1.9	System shall allow user to view the calendar by time period (e.g. AM, PM, All Day).			
1.9.1	User expects the default time period value is the current time period.			
1.10	System shall allow user to view the calendar by date.			
1.10.1	User expects the default date is the current date.			
1.11	System shall allow multiple users to work collaboratively on a single calendar.			
1.12	System shall allow user to configure the display of the calendar to the unique needs of each specific user.			
1.13	User expects to configure the display of the calendar to the unique needs of each specific user role.			
1.14	System shall automatically refresh the calendar.			
1.15	User expects to be able to manually refresh the calendar.			
1.16	System shall allow user to filter the calendar by the following:			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.16.1	Case Type			
1.16.2	Case Status			
1.16.3	Party			
1.16.4	Other available data elements			
1.17	System shall allow user to remove a case from the solution calendar.			
1.18	System shall allow user to view the next case on the calendar to be called.			
1.19	System shall allow user to sort the calendar by one or more of all calendar and hearing data elements including but not limited to:			
1.19.1	Hearing Type			
1.19.2	Party			
	Case			
1.20	System shall allow user to view cases scheduled on a calendar.			
1.21	System shall allow users to work collaboratively on a single case.			
1.22	System shall allow user to configure the view of case information including but not limited to the following:			
1.22.1	Party Name			
1.22.2	Case Number			
1.22.3	Case Type			
1.22.4	Case Notes			
1.22.5	Attorney Name			
1.22.6	Attorney Type			
1.22.7	Party Representation			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.22.8	Parties			
1.22.9	Length of time			
1.22.10	Sentencing Information (For Criminal Cases)			
1.22.11	Charges (For Criminal Cases)			
1.22.12	In/Out of Jail Indicator (For Criminal Cases)			
1.22.13	Booking Number (For Criminal Cases)			
1.22.14	Date placed in jail (For Criminal Cases)			
1.22.15	Number days in jail (For Criminal Cases)			
1.23	System shall allow user to manually add a case which is not on the calendar.			
1.24	System shall allow user to remove a case from the solution calendar.			
1.25	System shall allow user to move a case to another calendar.			
1.26	System shall allow user to group cases.			
1.27	System shall allow user to view grouped cases.			
1.28	System shall allow user to view an indicator when cases are related or grouped.			
	Party			
1.29	System shall allow user to view party information for all cases.			
1.30	System shall allow user to view the party's case history for all available courts or divisions.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.31	System shall allow user to view the party's legal representation.			
Document				
1.32	System shall allow user to view documents associated with a case.			
1.33	System shall allow user to filter the list of documents shown for the selected case by a Filed Date Range.			
1.34	System shall allow user to view the following information for the list of documents:			
1.34.1	Filed Date			
1.34.2	Category			
1.34.3	Description			
1.34.4	Document Type			
1.34.5	Event Type			
1.34.6	Ability to sort in ascending/descending order			
1.35	System shall allow user to filter the list of documents shown for the selected case by document category.			
1.36	System shall allow user to filter the list of documents shown for the selected case by document type.			
1.37	System shall allow user to define standard document templates for use in auto-generating letters and other documents.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.38	System shall allow user to manually add documents to a case.			
1.39	System shall allow user to copy information from documents to a case binder.			
1.40	System shall allow user to view documents associated with a case.			
1.41	System shall allow user to print documents associated with a case.			
Notes				
1.42	System shall allow user to enter notes on a calendar.			
1.43	System shall allow user to enter notes on a hearing.			
1.44	System shall allow user to enter notes on a case.			
1.45	System shall allow user to enter notes on a document.			
1.46	System shall allow user to enter notes on a party.			
1.47	System shall allow user to view when notes have been entered on a calendar.			
1.48	System shall allow user to view when notes have been entered on a hearing.			
1.49	System shall allow user to view when notes have been entered on a case.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.50	System shall allow user to view when notes have been entered on a document.			
1.51	System shall allow user to view when notes have been entered on a party.			
1.52	System shall allow user to view the notes on a calendar.			
1.53	System shall allow user to view the notes on a hearing.			
1.54	System shall allow user to view the notes on a case.			
1.55	System shall allow user to view the notes on a document.			
1.56	System shall allow user to view the notes on a party.			
1.57	System shall allow user to designate notes as confidential.			
1.58	User expects that confidential notes are viewable only by the user who entered them.			
1.59	User expects notes for a case will populate to all cases for the party.			
1.60	User expects to schedule case notes to be deleted by a user selected trigger.			
1.61	System shall allow user to edit their existing notes.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.62	System shall allow user to delete their notes individually.			
1.63	System shall allow user to delete all their notes related to a case in one action.			
1.64	User expects to run a spell check against note fields.			
Miscellaneous				
1.65	System shall allow user to self-configure the system.			
1.66	User expects error messages are written in plain language (no codes) that is meaningful to the user.			
1.67	System shall allow judges can delegate functionality to other users.			
1.68	System shall have online help and documentation.			
1.69	User expects to search online help and documentation.			
1.70	User expects to print online help and documentation in a printer friendly format.			
1.71	System shall allow user to email documents from the system using the user's default local email client.			
1.72	System shall allow user to customize display of dashboards.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
1.8	System shall allow user to manage the user's work queue.			
1.8.1	System shall allow user to place a reference to a document directly into the work queue for subsequent action.			
1.8.2	System shall allow user to override the default due date with a user selected due date.			
1.8.3	System shall allow the work queue to accept manually entered items.			
1.8.4	System shall allow user to route an item in the work queue to another user's work queue.			
1.9	System shall allow user to track due dates for specified tasks.			
1.10	System shall allow user to recall previous entries by the same user to avoid the necessity of rekeying content.			
2.0 Search				
2.1	System shall allow user to define the type of party search being performed by selection of any one or combination of all party types (e.g. defendant, plaintiff, attorney, etc.).			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
2.2	System shall allow user to search for party information using the criteria of party.			
2.3	System shall allow user to perform a full-text keyword search against all documents within one, multiple or all cases.			
2.4	User expects searchable document types include but are not limited to the following:			
2.4.1	PDF			
2.4.2	TIFF			
2.4.3	XML			
2.4.4	Text			
2.4.5	RTF			
2.5	System shall allow user to search for cases using one or more of the following criteria:			
2.5.1	Case Number			
2.5.2	Case Type			
2.5.3	Party Name			
2.5.4	Party Type			
2.5.5	Attorney Name			
2.5.6	Filed Date			
2.5.7	Document Category			
2.5.8	Document Type			
2.5.9	Event Type			
2.6	System shall allow user to search for documents using the same criteria available when searching for cases.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
2.7	System shall allow user to perform an attorney search across all hearings.			
2.8	User expects to perform a “fuzzy” or “sounds-like” name search if no exact match can be found, e.g.:			
2.8.1	Similar names spelled differently (e.g., John vs. Jon)			
2.8.2	Similar names with or without punctuation (e.g., Osullivan vs. O’Sullivan)			
3.0 Security				
3.1	System shall have role-based security where the user’s assigned roles determine the functionality and access rights to data.			
3.2	System shall not allow other users to be deleted from the system.			
3.3	System shall allow admin user to identify users who should no longer have access to the system.			
3.3.1	System shall allow user to prevent identified users from accessing the system.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
3.4	System shall allow administrators to manage security settings defining what access rights a role has to the data.			
3.5	System shall record audit trail information for all actions taken by a user.			
3.6	System shall record audit trail information for all actions taken by the system.			
3.7	System shall allow admin user to set levels of security on data.			
3.8	System shall allow admin user to set levels of security on documents.			
3.9	System shall allow user access to proposed solution to be authenticated by username and password.			
4.0 Extensibility				
4.1	System shall be integrated to different judicial CMS or DMS.			
4.1.1	Information from integrated systems shall be replicated in the proposed application in no more than five minutes from real time.			
4.2	System shall be able to post actions back to the CMS.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
4.3	System shall send notices to other integrated systems.			
4.4	System shall electronically deliver forms to justice partners.			
4.5	System shall use non-proprietary approaches to create integrations.			
4.6	System shall use industry standard protocols (e.g. web services and XML).			
4.7	User expects to save documents to integrated systems.			
4.8	System shall allow user to send email notices to any or all parties involved in a case.			
4.9	System shall allow authorized user to view system over the web via a secure connection (e.g. attorney access to appropriate case file from attorney office).			
5.0 Implementation				
5.1	Vendor shall specify an implementation strategy.			
5.2	Vendor shall specify a project plan for implementation.			
5.3				
5.4				
6.0 Forms				

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
6.1	System shall allow user to generate forms with case or document information populated from the CMS or DMS.			
6.2	System shall allow user to print forms with case or document information populated from the CMS or DMS.			
6.3	System shall allow user to create documents (e.g. letters, orders, judgments, etc.) from standard document templates.			
6.4	System shall allow user to auto generate letters and documents by applying case or other system information to standard document templates either individually or in a batch.			
6.5	System shall allow user to specify how to publish auto-generated documents (e.g.: to display, printer, email or as a file suitable for transfer to other systems).			
7.0 Electronic Signatures and Fingerprints				
7.1	System shall allow user to automatically apply an electronic signature to documents.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
7.2	System shall allow user to apply an electronic signature through direct user action.			
7.3	System shall allow user to apply an electronically captured thumbprint to a document.			
7.4	System shall allow user to capture electronic signatures on electronic documents.			
7.4.1	User expects a captured electronic signature shall only exist when associated with an electronic document.			
7.4.2	System shall allow user to associate a captured electronic signature with a single electronic document.			
7.4.3	System shall store an electronic signature as an encrypted digital image.			
7.4.4	System shall delete a captured electronic signature when its associated electronic document is deleted.			
7.4.5	System shall not store electronic signature images on the user's computer.			
7.5	System shall allow user to capture electronic fingerprints on electronic documents.			

No.	Requirement	In Production Today? (Y/N) Comments	In Development? (Y/N) Delivery Schedule?	New Development? (Y/N) Delivery Schedule?
7.5.1	User expects electronic fingerprints shall only exist when associated with an electronic document.			
7.5.2	System shall allow user to associate a captured electronic fingerprint with a single electronic document.			
7.5.3	System shall store captured electronic fingerprint as an encrypted digital image.			
7.5.4	System shall delete a captured electronic fingerprint when its associated electronic document is deleted.			
7.6	System shall not store electronic fingerprint images on the user's computer.			

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. Proposed solution that will fit into the AOC enterprise application suite (architecture); and proposed solutions relative to data and document access, for example, proposed solutions surrounding where the data should be pulled from (CCI/CDR or source systems directly).
2. Identify the project manager and include resumes of all key personnel who will be performing the proposed work.
3. Include a description of any relevant and/or similar projects performed specifically for courts or similar entities, specifically multi-court or statewide implementations.
4. Provide acknowledgments that all resources involved in the project are the proposer's resources or identify exceptions.
5. Proposed implementation timetable.
6. 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 six (6) 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, January 24, 2013.
 - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 6).
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criterion/Factor	Relative Importance
A. Ability to Meet Specifications and Requirements	25%
B. Integration with AOC Operational Environment	20%
C. Completeness of Solution / Proposed Services (Administrative, Business, and Technical and Implementation)	20%
D. Price/Cost	15%
E. References/Reputation, Financial Capability, and Demonstrated Knowledge/Experience of the Vendor	20%

SECTION 6 PROPOSAL SUBMITTAL DOCUMENTS

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

1. Proposal Submittal Letter (see page 42)
2. Proposal References (see page 43)
3. Vendor Profile (see page 44)
4. Vendor's response to Section 3 - Scope of Work, Sub-Section 3.9. Functional Requirements (see pages 23-38)
5. Vendor's response to Section 4 – Vendor Qualifications (see page 39)
6. Proposal Pricing Sheets (see Appendix A, pages 62-65)
7. A description of exceptions (if any) to the sample contract terms provided in Section 7 of the RFP. Any exceptions to the sample contract terms must be noted in the vendor response.
8. Additional Data (any additional descriptive/narrative data the vendor wants to submit).

**PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)**

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

Dear Ms. Davidson:

In response to your Request for Proposals (RFP) number 12-08, 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 at least three (3) 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: _____

VENDOR PROFILE

(Information can be on a separate sheet)

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

2. Is your company involved in existing litigation or have pending cases in the courts? If yes, please provide the jurisdiction and case number.

3. 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).

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

5. Provide a brief history of your company.

6. What solutions in other lines of business does your company provide?

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

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. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 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. Contractor shall indemnify, defend, save and hold harmless the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, and commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Arizona Supreme Court, the State of Arizona, and their officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Court.

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 and advertising 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
- Damage to Rented Premises \$ 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”*. 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.

b. Policy shall contain a waiver of subrogation endorsement in favor of 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 endorsement in favor of 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 another 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 Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Court or the State of Arizona, or their agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. §41-621(E).
 2. 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 Court. 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:** Contractor's insurance is to be placed with companies duly licensed in the State of Arizona or that hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. 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 an authorized representative.

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 coverage's 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 Court. Such action will not require a formal Contract amendment, but may be made by administrative action.
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: Eric Ciminiski

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.:

SECTION 8 APPENDICES

APPENDIX A PROPOSAL PRICE SHEET

The Court seeks pricing for the following scenarios: pilot phase, enterprise licensing, and judicial division licensing. For each scenario each judicial division consists of four (4) staff – the Judge, Judicial Assistant, Bailiff, and Clerk or other staff supporting the work of the Judge.

Pilot

It is the intent of the Court to implement the requested system in phases beginning in the Appellate Court Division 1, the Superior Court in Pima County's Civil Bench and the Superior Court in Yavapai County. For each of these three courts, three judicial divisions will be included in the pilot phase.

Enterprise Licensing

Include pricing for each of the following groups (the number of courts can be found on the Judiciary Organizational Chart, pages 14 & 15):

1. All Arizona Superior Courts
2. All Arizona Limited Jurisdiction Courts
3. All Arizona Appellate and Supreme Court
4. All Arizona Courts

Judicial Division Licensing

Pricing per judicial division. Each judicial division consists of four (4) staff – the Judge, Judicial Assistant, Bailiff, and Clerk or other staff supporting the work of the Judge.

Vendor is to provide pricing for the total cost of the system for the different scenarios based on the combination of cost factors that follow. Vendor must return the completed worksheets with the proposal documents.

1. **Interfaces/Integration**: Submit detailed cost to integrate the vendor's proposed solution into the AOC enterprise application suite and data and document access. As courts may have different case management systems, provide pricing for integration for each case management system.

2. **Onsite Training**: Onsite training for judicial divisions in the different locations.
3. **Hardware/Software**: Provide a detailed price list of the hardware and software required for courts to operate the proposed solution. Pricing shall include all required hardware, software, required licenses, installation, configuration, training, accessories, system warranty and post warranty maintenance. **The Court reserves the right to purchase hardware from current state contracts.**
4. **Installation/Implementation**: Price for onsite installation and configuration of all hardware and software required to support the requirements and specifications.

General Instructions:

The Vendor must use the cost format provided in this RFP. Failure to fully provide cost information as described in Price Schedules 1 – 2 will lead to elimination of the proposal. Any errors are solely the responsibility of the Vendor.

1. Appendix A includes the following schedules:
 - a. Schedule 1 – Total Cost - the sum of the line-item cost information derived from Schedule 2. If cost is not applicable to a specific year, please indicate by inserting “not applicable”
 - b. Schedule 2 – Detail Costs of the following Factors: 1) Interfaces/Integration, 2) Onsite Training, 3) Hardware/Software, and 4) Installation/Implementation. This schedule can be expanded to ensure line item detail is provided.
2. For each cost category contained in Schedule 2, Vendor is to confirm acknowledgement of:
 - a. Existing Services (Yes or No; indicates the work specification exist within the base product)
 - b. Development Required (Yes or No; indicates work specification would require development)
 - c. Unit of Measure (UOM): Vendor must define unit of measure.
 - d. Price /UOM: Indicate the cost per the unit of measure as defined by the proposal.
 - e. Total Cost: The sum of cost (quantity multiplied by price by unit of measure).

3. Vendor shall add additional detailed line items to the price sheet to identify development costs above normal support levels or other costs items not identified above.

Schedule 1: Total Cost

SCHEDULE 1 COST CATEGORY	TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3	TOTAL COST YEAR 4	TOTAL COST YEAR 5
1. Pilot	\$	\$	\$	\$	\$
2. Enterprise Licensing					
2.1. All Arizona Superior Courts	\$	\$	\$	\$	\$
2.2. All Arizona Limited Jurisdiction Courts	\$	\$	\$	\$	\$
2.3. All Arizona Appellate and Supreme Court	\$	\$	\$	\$	\$
2.4. All Arizona Courts	\$	\$	\$	\$	\$
3. Judicial Division Licensing	\$	\$	\$	\$	\$

SCHEDULE 2: Detail Costs (Schedule may be expanded to accommodate detailed listing of costs associated with cost category.) Include pricing (separate Schedule 2) for each of the following groups: 1) All Arizona Superior Courts, 2) All Arizona Limited Jurisdiction Courts, 3) All Arizona Appellate and Supreme Court, 4) All Arizona Courts.

SCHEDULE 2 Cost Category	Description (Include quantity if appropriate)	Existing Service (Y/N)	Development Required (Y/N)	Unit of Measure (UOM)	Price/UOM	Total Cost
1. Interfaces/Integration					\$	\$
2. Onsite Training					\$	\$
3. Hardware/Software					\$	\$
4. Installation/ Implementation					\$	\$