



# ARIZONA SUPREME COURT

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

Request for Proposal (RFP) 14-01

Statewide Arizona Courts  
Electronic Payment Processing System

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## SECTION 1: INTRODUCTION AND OVERVIEW

### **1.1 Introduction**

The Arizona Supreme Court, Administrative Office of the Courts (hereinafter referred to as the AOC) seeks to acquire a flexible electronic payment service that includes both payment gateway and merchant processing services that meet the Statement of Work (SOW) specifications included in this solicitation. The desired solution must be capable of supporting varying types and amounts of payments processed through multiple public-facing, web-based applications supported by the AOC. These applications are collectively referred to as eCourt Services. This electronic payment service procurement supports the AOC's goal of automating the processing of payments made to courts in order to promote efficiency and cost savings.

Offerors who wish to submit a written sealed proposal based upon the specifications and conditions in this document shall submit it by 4:00PM, Arizona Time, **November 4, 2014**, in accordance with the schedule found in Section 1.5

The public opening will be conducted on **November 4, 2014** at 4:00PM, Arizona Time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona

### **1.2 Overview**

Access to Justice is the leading strategic initiative of the Arizona Judiciary. To further this initiative the AOC is pursuing the implementation of a number of public-facing, web-based eCourt Services applications, such as electronic filing, online access to case documents and data, and online fee collections for licensing and traffic citations. The electronic payment service must keep pace with the expanding and evolving projects which comprise eCourt Services.

The Arizona judiciary has three levels of courts shown on the Judicial Organization Chart, including appellate courts, general jurisdiction courts and limited jurisdiction courts.

The appellate courts are comprised of the Supreme Court and two divisions of the Court of Appeals-- Division One in Phoenix and Division Two in Tucson. The superior court, the general jurisdiction court of record, has court locations in each of the 15 counties in the state. The Superior Court is usually located in the county seat, but may have one or more offices in other population centers in the county. Juvenile and adult probation departments are divisions of the Superior Courts. The limited jurisdiction (LJ) courts include justice of the peace (JP) courts and municipal courts. JP courts process lower-level criminal cases (misdemeanor), felony preliminary hearings, and civil matters; municipal courts process primarily misdemeanor criminal matters and city ordinance violations.

## Judiciary Organizational Chart

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### Supreme Court

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

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### Court of Appeals

22 Judges, 6-year terms

Division I, Phoenix	Division II, Tucson
Chief Judge & 15 Associate Judges	Chief Judge & 5 Associate Judges
Counties: Apache, Coconino, La Paz, Maricopa, Mohave, Navajo, Yavapai, Yuma	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.

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### 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		

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### **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			

### **1.3 Procurement Provisions**

The Solicitation Process shall be in accordance with the “Competitive Sealed Proposals” Rules set forth in section 1-402 of the Arizona Code of Judicial Administration. These rules are posted on the Supreme Court website at:

<http://www.azcourts.gov/AZSupremeCourt/codeofjudicialadministration.aspx>

Competitive sealed proposals will be received at the location specified in Section 1. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly recorded. Proposals must be in the actual possession of the Court on or prior to the time and date and at the location indicated below in the Instructions Section 2.9 – Submission of Proposal.

**Late proposals shall not be considered.**

Proposals must be submitted in a sealed package with the Solicitation Number and the Offeror’s name and address clearly indicated on the package. All proposals must be in ink or typewritten. Additional instructions for preparing a proposal are included in this solicitation document.

### **1.4 Proposers’ Conference**

A Proposers’ Conference will be held on October 14, 2014, 1:00PM, Arizona Time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 119A, Phoenix, Arizona.

The Court does not intend to record or disseminate any of the communications that may occur at the Proposers’ Conference, to include any written questions received prior to the due date, except as necessary to amend the solicitation. Attendance at the Proposers’ Conference is not mandatory; however, prospective vendors are strongly encouraged to attend in person or telephonically. The conference call number will be provided on the Court’s website at: <http://www.azcourts.gov/adminservices/Procurement.aspx>. Offerors should be prepared to seek a response to any inquiries, clarifications, or suggested changes to include any submitted in writing prior to the Proposers’ Conference, or contemplated to be submitted in writing. The Court makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide clarification.

### **1.5 Proposal Schedule<sup>1</sup>**

<b><u>Activity</u></b>	<b><u>Date</u></b>
a. Request for Proposals (RFP) Published	October 3, 2014
b. Proposers’ Conference	October 14, 2014
c. Deadline to Submit Written Questions	October 17, 2014
d. Response to Written Questions/RFP Amendments	October 23, 2014
e. Proposal Due Date	November 4, 2014

*1* The Court reserves the right to deviate from this schedule.

**Proposals received after 4:00pm, Arizona Time, November 4, 2014, will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

### **1.6 Selection Process**

The Court reserves the right (prior to contract award) in its discretion, to inspect an Offeror's facilities, contact individual references, and to consider other sources of information to determine evaluation scores. Proposals may be verified by all means necessary, including but not limited to, product demonstrations, further inquiry with Offeror or references, historical experience with the Offeror, and inquiry where products are currently installed. Notwithstanding any other provision of this solicitation, the Court may reject any or all proposals and/or cancel this procurement and re-solicit, if such action is in the Court's best interest. The Court may waive informalities and minor irregularities on proposals received.

The final decision regarding which Offeror is awarded a contract will be made by the Court's respective designee or delegate. The decision will be guided, but not bound, by the tabulated scores awarded by the Evaluation Committee. However, the respective designee or delegate will ultimately make the decision based on a determination of which proposal is deemed to be most advantageous to the Court.

If the Court deems that there is a negligible difference in scores between two or more competing proposals, acting in the best interest of the Court, the respective designee or delegate may consider additional factors in awarding the contract including, but not limited to:

1. An Offeror's past performance; and/or
2. An Offeror who participates satisfactorily in other lines of Court business; and/or
3. Administrative burden to the Court.

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 Offeror 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 Offerors 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 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.

The proposal and subsequent best and final offer(s), if any, provided by the Offeror, will become part of the contract with the Court.

## **1.7 Proposal Evaluation**

Proposals will be evaluated based upon the criteria outlined in Section 6, Evaluation Criteria. The RFP and the SOW are considered the entire solicitation document. No other factors or criteria may be used in the evaluation. The contract shall be entered into with the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Court taking into consideration the evaluation factors set forth in this solicitation, including any responses as part of an Oral Presentation.

## **1.8 Consensus Evaluation Process**

The general steps in the consensus evaluation process are described below:

The Evaluation Committee is responsible for the evaluation of proposals. The procurement officer will facilitate the committee and assist the committee in discussions and assist the committee in reaching consensus. Each committee member will first individually evaluate the Offerors' proposals taking into consideration all evaluation factors including any oral presentation(s). All committee members will then be convened to participate in a consensus evaluation meeting(s), led by the procurement officer. Through the consensus evaluation meeting(s), the committee will establish a consensus score for each evaluation criterion, which will be incorporated into a Consensus Ranking document. The Consensus Ranking document represents the raw score for each evaluation criterion for each offer. Once the Consensus Ranking document is completed, it will be submitted to the procurement officer for inclusion in the overall scoring methodology.

Based on recommendations from the Evaluation Committee given the Consensus Ranking document, the procurement officer shall identify the Offeror whose proposal is most advantageous to the Court. A determination that an Offeror's proposal is most advantageous to the Court shall be in writing, state the basis of the determination, and be retained in the procurement file.

## **1.9 Proposal Discussions**

The Offeror's initial proposal should contain the Offeror's best terms from a price, service, and technical standpoint. The Court reserves the right to conduct discussions if the procurement officer determines them to be necessary.

Discussions may be conducted with responsive, responsible Offerors who submit proposals determined to be susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. These Offerors 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. If discussions are conducted, the procurement officer shall issue a written request for best and final offers from all Offerors whose proposals are susceptible to an award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The request shall set forth the date, time, and place for the submission of best and final offers. The request for a best and final offer shall inform Offerors that if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their best and final offer. An award

may be made without discussions, therefore, proposals shall be submitted complete and on most favorable terms.

### **1.10 Contract Negotiations**

The respective designee or delegate is authorized to conduct negotiations with the Offeror(s) whose proposal has been determined in the selection process to be most advantageous to the Court. The negotiations shall not constitute a contract award nor shall they confer any property rights on the Offeror. If negotiations are conducted and an agreement is not reached, the AOC may enter into negotiations with the next highest ranked Offeror whose proposal is susceptible to an award without the need to advise other Offerors or repeat the solicitation process.

### **1.11 Contract Award**

As set forth in this RFP, the contract shall be entered into with the Offeror whose proposal is determined in writing to be the most advantageous to the Court taking into consideration the evaluation factors set forth in this RFP. A sample contract is included in Section 8. Any exceptions to the sample contract terms and conditions must be noted in the proposal pursuant to Section 7.1. Exceptions to the terms and conditions may impact an Offeror's susceptibility for award. On the date the contract is awarded, all proposals including the procurement file shall be open for public inspection. **Offerors must designate in their submissions any trade secrets or proprietary information contained in their proposals and, where the Court concurs, that content shall be redacted prior to making it available for public inspection.** It is the intent of the Court to enter into an initial 3-year contract period and, at the Court's sole discretion, the contract may be renewed one or more times for up to an additional 7 years or a portion thereof.

### **1.12 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.

### **1.13 Responsibility, Responsiveness and Susceptibility**

In accordance with the Procurement Code of the Judicial Branch, the AOC shall consider the following in determining Offeror's responsibility as well as the proposals' responsiveness and susceptibility for contract award.

- 1.13.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 1.13.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

- 1.13.3 Whether the Offeror is legally qualified to contract with the Arizona Supreme Court, Administrative Office of the Courts and the Offeror's financial, business, personnel, or other resources, including subcontractors, Note: Legally qualified includes if the Offeror or if key personnel have 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.
- 1.13.4 Whether the proposal was sufficient to permit evaluation by the Court, in accordance with the evaluation criteria identified in this solicitation or other necessary offer components. Necessary offer components include: attachments, documents, or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Statement of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources and stability including subcontractors and any other data specifically requested in the Solicitation;
- 1.13.5 Whether the proposal was in conformance with the specifications contained in the Statement of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 1.13.6 Whether the proposal limits the rights of the Arizona Supreme Court, Administrative Office of the Courts and/or whether proposals contain any exclusions, exceptions, conditions and/or limitations;
- 1.13.7 Whether the proposal includes or is subject to unreasonable conditions, to include conditions upon the Court necessary for successful contract performance. The Court shall be the sole determiner as to the reasonableness of a condition;
- 1.13.8 Whether the proposal materially changes the contents set forth in the Solicitation, which includes the Statement of Work, Terms and Conditions, or Instructions;
- 1.13.9 Whether the Offeror provides misleading or inaccurate information.

### **1.16 Appeals/Protest Process**

The AOC Procurement Bid Protest, Contract Claim, Debarment and Appeals Procedures (Administrative Directive No. 2013-14) can be found at the following URL:

<http://www.azcourts.gov/orders/AdministrativeDirectives/2013AdminDirectivesIndex.aspx>

The policy for judicial review of an administrative decision under the procurement rules for the AOC can be found at the following URL:

<http://www.azcourts.gov/orders/AdministrativeOrdersIndex/2013AdministrativeOrders.aspx>

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## **SECTION 2: INSTRUCTIONS**

### **2.1 Necessary Documents**

Offerors who wish to submit proposals for RFP 14-01 shall complete all necessary documentation as identified in Section 7.1 of this Request for Proposals.

### **2.2 Specifications**

The specifications included in this solicitation provides adequate information as to whether or not Offerors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.

### **2.3 Procurement Rules**

The Procurement Code for the Judicial Branch is incorporated by reference herein and is made a part of this document as if it was fully set forth herein. Copies of the code can be obtained from the Procurement Officer, Arizona Supreme Court, at the address referenced on the cover page.

### **2.4 Subcontractors**

The Offeror has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall clearly list any proposed subcontractors, experience and work products delivered with the subcontractors, and the subcontractors' proposed responsibilities in the Proposal.

### **2.5 Vendor Certification**

By submission of a proposal, the Offeror certifies that:

- 2.5.1 The Offeror 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.
- 2.5.2 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.

### **2.6 Preparation of the Proposal**

- 2.6.1 Offerors are expected to examine the SOW, standard provisions, instructions, and specifications. Offerors are expected to examine all rules, documents, forms, 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 Offeror's risk.

- 2.6.2 Each Offeror shall furnish all information required by the RFP. The Offeror should refer to Section 7 which contains the proposal submittal checklist, to ensure all required materials have been enclosed.

## **2.7 Definitions**

- 2.6.3 Time: If stated as a number of days, will be calendar days.  
2.6.4 Shall, Will: Denotes the imperative.  
2.6.5 May: Denotes the permissive.  
2.6.6 Should or Desirable means a requirement having a significant degree of importance to the objectives of this RFP.

## **2.8 Explanation to Offerors**

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 October 17, 2014, by 5:00PM, Arizona Time to:

Melba Davidson, Procurement Officer  
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>

## **2.9 Submission of Proposal**

- 2.9.1 Sealed proposals are due **on or before 4:00PM, Arizona Time, November 4, 2014, to Melba Davidson, Procurement Officer, 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.
- 2.9.2 **Proposals must be submitted in a sealed envelope with the RFP number and the Offeror's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- 2.9.3 The Offeror must submit one (1) original, one (1) digital copy, and five (5) paper copies of each proposal.

- 2.9.4 Offerors submitting a proposal shall indicate the Offeror's name and the RFP number on each page of the document.
- 2.9.5 Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.
- 2.9.6. All responses and accompanying documentation will become the property of the Court at the time the proposals are opened.
- 2.9.7 The Offeror's response including any attachments and final offers, constitute a contractual obligation for the Contractor to deliver a service to the Court that meets the specifications in the manner as designated by the Contractor in the solicitation response.

**The Offeror shall designate any trade secret or proprietary information contained in the proposal at the time of submission, and where the Court concurs, that content shall remain confidential.** The Court shall not be held responsible if the Offeror fails to specifically designate any trade secret or proprietary information and that information is made public. The procurement file shall be open for public inspection on the date the contract is awarded.

### **2.10 Public Opening**

A public opening of proposals shall be held at 4:00PM, Arizona Time, November 4, 2014 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each Offeror shall be publicly recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the Offeror designates, and the Court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

### **2.11 Oral Presentations**

The Evaluation Committee may request oral presentations and product demonstrations with Offerors who are susceptible to an award to amplify the materials presented in any part of the proposal for purposes of clarification. Any presentations requested will be considered part of the proposal and as such must be paid for by the Offeror. The Court will not reimburse for costs related to the development or delivery of any proposals.

### **2.12 Current Product**

All services offered in this solicitation shall be currently available, in production, ready to be deployed and capable of meeting the specifications set forth in the SOW.

### **2.13 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.

## **2.14 References**

Offerors shall provide at least three (3) references, preferably of private or public customers 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.

## **2.15 Financial Stability**

Offerors shall demonstrate their financial stability. Offerors shall at a minimum include a copy of their independently audited financial statements or annual report or any comparable financial statements for the last three (3) years. Offerors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Court. Proposals that do not include sufficient information regarding the Offeror's financial stability may be found non-responsive and/or non-responsible.

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## **SECTION 3: STATEMENT OF WORK (SOW)**

### **3.1 Overview**

The Arizona Supreme Court, Administrative Office of the Courts (hereinafter referred to as the AOC) seeks to acquire a flexible electronic payment processing service that includes both payment gateway and merchant processing services that meet the Statement of Work (SOW) specifications. The desired service must be capable of supporting varying types and amounts of payments processed through multiple public-facing, web-based applications supported by the AOC. These applications are collectively referred to as eCourt Services.

The AOC is seeking a comprehensive Offeror hosted electronic payment service including: payment processing, reconciliation capabilities, deposit listings, and either access to or transmission of data, reports and files to the AOC and local courts. The Offeror's electronic payment service will provide users with the ability to make web payments through secure exchanges between the AOC's eCourt Services websites and the Offeror's online payment solution.

The electronic payment service shall accommodate different specifications for each supported eCourt Services application. While one application may require a synchronous one-step transaction method (authorization and capture occurring at the same time), another application may require an asynchronous two-step transaction method (authorization and capture occurring at separate times). Other differences may include key data elements necessary for reconciliation and reporting purposes. All specifications are delineated in the following pages.

The Offeror's electronic payment service will support electronic payments services for ACH debit and credit card payments made through the AOC's eCourt Services.

#### **Overview of Services**

The Offeror awarded a contract as a result of this RFP will provide the following electronic payment services:

- A hosted online payment solution (gateway and merchant services) for ACH debit and credit card payments. This solution will integrate with the AOC's eCourt Services application(s).
- Ability for users to save their payment data for ACH Debit (e.g. bank account and routing number) and Credit Card (e.g. card number).
- An AOC administrative view to all payment information with the ability to make any necessary changes/edits.
- Delivery/transmission of data per the specifications stated herein.
- Ability to configure data elements included in reports per eCourt Services application.

- Reporting output (e.g. payment transactions, cancelled payments, deposit listings).
- Designated customer support team to assist in resolving payment issues.

The AOC will implement in phases. The first phase will be to enable electronic payment processing for the new AOC-hosted electronic filing eCourt Services application. The system is scheduled to be deployed in the first quarter of 2015. The number and dollar volume of transactions per year is unknown at this time. Subsequent phases will be identified and scheduled by the AOC and may include online access to case documents and data, and online fee collections for licensing applications and traffic citations.

The AOC has two electronic filing system projects; the AZTurboCourt, which has been in production since 2010 and the AOC-hosted electronic filing system, which is under development at this time. The vendor that hosts AZTurboCourt processes its own payments but Offeror may be asked to integrate its services with AZTurboCourt in the future. Offeror is expected to integrate its service with the AOC-hosted electronic filing system before it is deployed.

Two types of fees are collected for electronic filing: local court Filing Fees and AOC assessed Application Fees. Arizona charges an Application Fee for every submission, whether or not a Filing Fee is assessed. Application Fees are intended to recover the cost of the electronic filing initiative, which includes the cost of payment processing. However, vendors who wish to propose a different fee structure should so state in their response.

Local court Filing Fees are disbursed to the court where the submission is being filed, while the Application Fees are disbursed to the AOC. Next day disbursement is required for the local court's Filing Fees, while disbursement of the Application Fees to the AOC may be made less frequently than daily. Reconciliation reports are required at the local court and AOC levels. Reports at the AOC level should contain information from all courts within the state. Examples of typical electronic filing submissions are found in Attachment C of this RFP.

### **3.2 SOW Specifications**

Attachment A contains the SOW Specifications and Response Matrix for the procurement. Each Offeror's response will be evaluated to determine if it meets these specifications. Therefore, respondents must provide detailed responses to all of the information requested to establish that they meet the specifications.

Failure to provide sufficient detail to the requirement topics within Attachment A will result in the Offeror being determined non-responsive and removed from further consideration.

**Responses must be provided in the format delineated in Attachment A, SOW Specifications and Response Matrix.**

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## **SECTION 4: VENDOR INFORMATION**

The Court is soliciting proposals from vendors who are in the business of providing services as listed in this RFP. Your proposal shall include, at a minimum, the following information pursuant to this section (Section 4) of the RFP. Failure to include these items may be grounds for rejection of your proposal.

### **4.1 Vendor Qualifications**

- 4.1.1 Include a copy of your independently audited financial statements, annual report, or comparable financial statements from the last three (3) years (Section 2.15). Note: Offerors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Court.
- 4.1.2 The Offeror and subcontractor, if applicable, must demonstrate a minimum of three years of continuous electronic payments services operational experience as of the date of the issuance of the RFP.
- 4.1.3 Any additional descriptive narrative/data the vendor wants to submit may be included in this section.

### **4.2 Vendor Profile** (Information can be on a separate sheet)

- 4.2.1 What are the physical address, mailing address, and fax number of your organization's main office?
- 4.2.2 Who in your organization 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).
- 4.2.3 Who in your organization is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).

4.2.4 Provide a brief, but detailed history of your organization.

4.2.5 Comment on any partnership(s) with other vendors.

4.2.6 Disclose any past problems/issues with project delays, project staffing, cost overruns, litigation or matters requiring dispute resolution, disputes with subcontractors, pending litigation, etc.

**4.3 Proposal References (Use as page 2 of proposal)**

Offeror shall provide the following reference information for at least three (3) references, preferably of private or public customers using the solution or product set being proposed (Section 2.14). Offeror 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 #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_
  
  2. Client Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_
  
  3. Client Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_

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## **SECTION 5: PRICING**

### **5.1 Pricing Schedules**

To propose pricing to meet the specifications stated in this solicitation use the Pricing Schedules, Attachment B.

**The AOC shall not be obligated to pay for any fees not specified in the proposal.**

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## SECTION 6: EVALUATION CRITERIA

In accordance with Section 1-402 of the Arizona Code of Judicial Administration, Procurement Code for the Judicial Branch, an award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Court. Exceptions to the Terms and Conditions, as stated in Section 8.1, may impact an Offeror's susceptibility for award.

- 6.1 For a proposal to be considered responsible, responsive, and susceptible, the proposal shall meet the following criteria:
  - 6.1.1 A sealed original, one (1) digital copy, and five (5) 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, November 4, 2014.
  - 6.1.2 The proposal must include all required items listed on the Proposal Submittal Checklist (Section 7.1).
  - 6.1.3 The original and all copies of the proposal must be in ink or typewritten.
  - 6.1.4 The specifications stated in the SOW, Section 3.
  - 6.1.5 Consideration of Section 1.13, Responsibility, Responsiveness, and Susceptibility.
- 6.2 Proposals shall be evaluated in two phases.
  - 6.2.1 Administrative Review. The Procurement Officer shall conduct an initial review to determine preliminarily whether each proposal is complete. The Court may waive informalities and minor irregularities on proposals received.
  - 6.2.2 Consensus Evaluation. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

<b>Evaluation Criteria</b>	<b>Relative Importance</b>
A. Completeness and quality of the solution.	30%
B. Customer support and flexibility of solution	20%
C. References / Reputation and Experience	20%
D. Ease of technical integration. Ability to meet future operational needs.	15%
E. Pricing and cost	15%

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## **SECTION 7: SUBMISSION REQUIREMENTS**

### **7.1 Proposal Submittal Checklist**

The following materials must be submitted as part of an Offeror's response:

1. Proposal Submittal Letter (Section 7.2).
2. Vendor Qualifications (Section 4.1).
3. Vendor Profile (Section 4.2).
4. Proposal References (Section 4.3).
5. Offerors shall at a minimum include a copy of their independently audited financial statements or annual report or any comparable financial statements for the last three (3) years. (Section 2.15)
6. Attachment A, SOW Specifications and Response Matrix and any supporting documentation.
7. Attachment B, Pricing Schedules (Section 5.1).
8. A description of exceptions, if applicable, to the sample contract terms provided in Section 8 of the RFP. Any exceptions to the sample contract terms must be noted in the Offeror response.
9. Additional Data (any additional descriptive/narrative data the Offeror wants to submit).
10. A sealed original, one (1) digital copy, and five (5) paper copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, Phoenix, Arizona no later than 4:00PM, Arizona Time, November 4, 2014.

**7.2 Proposal Submittal Letter: (Use as page 1 of proposal)**

Melba Davidson, Procurement Officer  
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 14-01, the following response is submitted.

In submitting this proposal, I hereby certify that:

1. The RFP and the SOW has been read and understood;
2. My organization will comply with the requirements set forth in the RFP and SOW;
3. The materials requested by the RFP and SOW 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.

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Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

Federal Employer ID# or SSN#: \_\_\_\_\_

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## SECTION 8: CONTRACT

### 8.1 Sample Contract

The successful offeror 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. Exceptions to the Terms and Conditions, as stated in Section 1.11, may impact an Offeror's susceptibility for award. Terms actually used may vary depending on which Option is covered by the contract.

This Agreement is made and entered into by and between the Arizona Supreme Court, Administrative Office of the Courts ("AOC"), a department of the State of Arizona, and \_\_\_\_\_ ["CONTRACTOR"],

The parties agree as follows:

#### **ARTICLE I. STATEMENT OF WORK**

1.1 PURPOSE. The intent of this agreement is to provide a web-based payment processing solution for the Arizona courts' online e-services, including, but not limited to, statewide e-filing of case records, online access to case documents, traffic citation and license payments.

1.2 APPLICABLE DOCUMENTS. The following documents are incorporated by reference and made a part of this Agreement:

- A. AOC's Request for Proposals 14-01
- B. Contractor's Response(s)

1.3 SCOPE OF SERVICES. CONTRACTOR shall fully provide, complete and deliver on time all tasks, deliverables, goods, services and other work according to its proposal and as stated in the specific terms of this Agreement. The provisions in this Agreement including the attached Service Schedules which modify, supplement, or conflict with the terms of the proposal supersede the proposal.

1.4 SERVICE SCHEDULES. The Service Schedules attached to and made a part of this Agreement contain details relating to terms and costs of services to be delivered. These schedules may be modified or supplemented from time to time by written amendments to this Agreement.

1.5 PROJECT PLAN/SCHEDULE. Within 30 days of the signing of this Agreement, CONTRACTOR will deliver to AOC for AOC's approval a final project plan and schedule showing all milestones and deliverables. The project plan and schedule shall provide for implementation of all services as described in this Agreement, and as the parties mutually agree, with system acceptance by [insert date] and system "Go Live" no later than [insert date]. As

required by the project schedule, the AOC and CONTRACTOR shall schedule mutually convenient times for meetings, which may or may not include other court staff, and/or other local courts or groups concerning the services provided in this Agreement.

1.6 ADDITIONAL SERVICES. AOC may request that CONTRACTOR provide training, support, and/or other services in addition to those services performed by CONTRACTOR as provided herein. If the service involves a change to the electronic payment processing solution or other contracted deliverable, the parties shall follow a mutually-agreed upon change control process to be developed when necessary. For all other services, including services required to implement new versions of CONTRACTOR'S product in Arizona, the AOC will provide a description of the work to CONTRACTOR and CONTRACTOR will provide a cost estimate, project schedule, and design document covering the requested services prior to initiating development changes. Implementation, deliverables, and performance standards shall be as agreed by the parties and stated in writing. AOC shall pay CONTRACTOR the rate of \$\_\_\_\_\_ per hour for such additional services, provided that the parties may negotiate a fixed price or other pricing arrangement for specific services.

1.7 SERVICES FOR INDIVIDUAL COURTS. As stated in Article 1.1, the goal of this project is to provide a statewide electronic payment processing solution for Arizona courts. During the term of this Agreement, CONTRACTOR shall not offer the same or related services to individual Arizona courts except as provided herein or with the written approval of the AOC. If authorized by the AOC, any Arizona court or any political subdivision on behalf of a court may purchase services described in this Agreement and CONTRACTOR agrees to provide such services as contracted herein and as otherwise mutually agreed by the parties and approved by the AOC.

1.8 PERFORMANCE STANDARDS. CONTRACTOR'S electronic payment processing solution shall perform as specified in the proposal and as otherwise provided in this Agreement. Electronic payment processing service shall be available and accessible to eCourt Service applications 24x7x365 with the exception of pre-scheduled maintenance outages. CONTRACTOR shall provide the AOC its maintenance outage schedule for approval. It is understood that items that fall under Force Majeure provision of the Agreement are out of the control of CONTRACTOR and therefore CONTRACTOR shall not be responsible for delays or failures in performance resulting from such acts. Should an item from the Force Majeure provision occur and there is an unscheduled outage, CONTRACTOR shall provide AOC immediate notification and ongoing status updates of an unscheduled outage until the outage is resolved. In the event an outage is caused by a specific CONTRACTOR event and not as a result of any event that could be defined by the Force Majeure provision, for every day over the four hours of continuous downtime, the following year's maintenance amount shall be pro-rated at the rate of \$1,000.00 a day.

## **ARTICLE II. COMPENSATION**

2.1 COMPENSATION. Payments shall be made according to the timeframes identified in Schedule \_\_\_ attached to this Agreement. All costs are inclusive of travel and other incidental expenses. AOC agrees to pay CONTRACTOR the following amounts:

(TBD)

2.2 BILLING AND PAYMENT PROCEDURE. CONTRACTOR shall submit a detailed invoice for services rendered at the conclusion of the work for which payment is scheduled or at such other time as may be specified. Documentation, where appropriate, must accompany each invoice submitted. AOC will provide CONTRACTOR with a contract number and CONTRACTOR will reference the number on all invoices. AOC shall process and remit payment to CONTRACTOR within 30 days of the date of receipt of CONTRACTOR's correct statement or invoice. Payment for deliverables subject to an acceptance test shall be made within 30 days following acceptance.

### **ARTICLE III. TERM OF AGREEMENT AND TERMINATION**

3.1 EFFECTIVE DATE OF AGREEMENT. This Agreement shall become effective upon signing and shall continue in effect for an initial period of three (3) years, unless terminated earlier as set forth herein.

3.2 OPTION TO EXTEND ELECTRONIC PAYMENT PROCESSING SERVICES. This Agreement does not bind nor purport to bind the AOC for any contractual commitment in excess of the original contract period. The AOC shall have the right, at its sole option, to renew the contract one or more times for up to an additional seven years, or a portion thereof, by unilateral amendment. If the AOC exercises such rights, all terms, conditions, and provisions of the original Agreement shall remain the same and apply during the renewal period. The AOC shall notify CONTRACTOR in writing of its intention to extend the Agreement to provide these services at least ninety (90) days prior to expiration.

3.3 SURVIVAL OF CERTAIN PROVISIONS. Any provisions that are by their nature or expressly intended to survive the expiration or termination of this Agreement shall not require specific extension of their terms and shall remain in effect after termination or expiration of this Agreement.

3.4 PRE-TERMINATION NOTICE OPTION. AOC may issue a written notice of concern based on CONTRACTOR's failure to carry out any material obligation, term, or condition of the Agreement. Upon receipt of the written notice of deficiency, 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 deficiency. If the response is unsatisfactory, AOC will so indicate and CONTRACTOR and AOC will continue discussions toward resolving the deficiency. This process will continue for an additional ten (10) day period until the concern is adequately addressed. Failure on the part of CONTRACTOR to satisfactorily resolve all issues by the end of the sixty (60) day period may result in AOC resorting to any single or combination of the following remedies:

- (A) Cancel the Agreement and, receive from CONTRACTOR, if cancellation is prior to acceptance, a refund of the software license fee and a pro-rated refund of any annual maintenance fee paid;

- (B) Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- (C) Perform with any needed cooperation by CONTRACTOR any test or analysis on materials for compliance with the specifications of the Agreement. If the results of any test or analysis confirm a material noncompliance with the specifications, any reasonable expense of testing shall be borne by CONTRACTOR.

### 3.5 TERMINATION.

- A. AOC reserves the right to terminate the whole or any part of this Agreement due to failure by CONTRACTOR to carry out any material obligation, term or condition of the Agreement. AOC will issue written notice of deficiency to CONTRACTOR regarding any of the following:
  - (1) The CONTRACTOR provides material that does not meet the specifications of the Agreement;
  - (2) The CONTRACTOR fails to adequately perform the services set forth in the specifications of the AGREEMENT;
  - (3) The CONTRACTOR fails to complete the work required or to furnish the materials required within the time stipulated in the Agreement;
  - (4) The CONTRACTOR fails to make progress in the performance of the Agreement and/or gives AOC reason to believe that the CONTRACTOR will not or cannot perform to the requirements of the Agreement; or
  - (5) The CONTRACTOR fails to acquire and maintain all required insurance policies, bonds, licenses, and permits.
- B. In the case of CONTRACTOR'S default, AOC reserves the right to purchase materials, or to complete the required work in accordance with the AOC Judicial Branch Procurement Rules. AOC may recover any reasonable actual excess costs incurred by AOC in procuring equipment or services that are the subject matter of, or directly related to, the cause of action, from CONTRACTOR by:
  - (1) Deduction from an unpaid balance,
  - (2) Collection against any bid or performance bond, or
  - (3) Any other remedies as provided by law.
- C. Gratuities. AOC may, by written notice to the CONTRACTOR, also terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, payment, loan, subscription, advance, deposit of money, services, anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received or otherwise were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR, to any officer or employee of the AOC for the purpose of influencing the outcome of the procurement or securing a contract or an amendment to the contract, or 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 Agreement is terminated under this section, the AOC shall be entitled, in addition to any other rights and remedies, to recover or withhold from 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. The AOC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the CONTRACTOR.

- D. Conflicts of Interest. AOC may cancel this Agreement 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 Agreement on behalf of the AOC is or becomes at any time, while this Agreement or any extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Cancellation shall be effective when written notice from the AOC is received by CONTRACTOR, unless the notice specifies a later time.
- E. Termination for Cessation of Business or Insolvency. AOC may terminate this Agreement effective immediately by giving written notice to CONTRACTOR, if CONTRACTOR or if CONTRACTOR ceases to function as a going concern or operate in the ordinary course or becomes insolvent, admits a general inability to pay its debts as they come due, or makes an assignment for the benefit of creditors, or a petition under any bankruptcy act is filed by CONTRACTOR, or such a petition is filed by any third party, or an application for a receiver of the CONTRACTOR is made by anyone and such petition or application is not dismissed within sixty (60) days.

3.6 TRANSITION SERVICES In the event the Term of this Agreement ends, or in the event the Agreement is terminated with cause, CONTRACTOR shall assist AOC in the transition of services to other contractors or the AOC. CONTRACTOR will administer such services for no more than six (6) months after notification.

CONTRACTOR's electronic payment processing solution shall remain operational during any transition period and thereafter as provided in this Agreement or by further agreement. In the event that a different vendor is awarded a subsequent contract or the AOC takes this service in-house, CONTRACTOR shall provide continuing services as the AOC transitions to receive such services from the new vendor or to an in-house supported service. Either party will provide the other with notice of the need for transition services not less than six (6) months prior to the end of the contract term. CONTRACTOR shall provide transition services at no additional charge.

#### **ARTICLE IV. CONFIDENTIALITY**

4.1 CONFIDENTIAL RECORDS. CONTRACTOR shall not disclose, publish or disseminate court case or any other information made available by the courts or individuals to anyone other than the AOC, the courts, the provider's employees, subcontractors, and other agencies as required to deliver the services described herein without prior written approval from the AOC. CONTRACTOR shall develop privacy policies and privacy statements for its operations and Web site applications that protect personal privacy to the fullest extent possible and assure that no information contained in its records or obtained from the courts or from others in carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, employees or

subcontractors, except as is necessary in the performance of their duties. Persons requesting court information shall be referred to the AOC or the local court. Any unauthorized disclosure or use of confidential information may be contrary to Arizona law and shall constitute grounds for termination of this Agreement.

4.2 PUBLIC INFORMATION. The parties acknowledge that this Agreement and supporting documents, the resulting financial records of transactions and the information contained therein are public records subject to the requirements of Supreme Court Rule 123. In response to a public records request, the AOC may disclose any or all of these documents except where the AOC has determined they contain proprietary or other confidential information that should not be disclosed as permitted by the rule.

## **ARTICLE V. CLAIMS AND ACTIONS**

5.1 PATENT AND COPYRIGHT INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the Arizona Supreme Court, the AOC, and the State of Arizona from and against any claims, including reasonable legal fees and expenses, based upon infringement of any United States copyright by the software provided by CONTRACTOR. AOC agrees to notify CONTRACTOR of any such claim promptly in writing and to allow CONTRACTOR to control the proceedings. AOC agrees to cooperate fully with CONTRACTOR during such proceedings. CONTRACTOR shall defend and settle at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CONTRACTOR may replace, in whole or in part, the software with a substantially compatible and functionally equivalent computer program or modify the software to avoid the infringement. If neither of the foregoing alternatives is available on terms that are reasonable in CONTRACTOR's judgment, the AOC shall return the item upon CONTRACTOR's written request and CONTRACTOR shall grant the AOC a credit for returned items in the full amount of the purchase price. CONTRACTOR shall have no obligation with respect to any such claim based upon the AOC's modification of the software or its combination, operation or use other than as contemplated by this Agreement.

5.2 INDEMNIFICATION. To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the AOC, the State of Arizona, and their departments, agencies, boards, commissions, universities and officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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 State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

**INSURANCE REQUIREMENTS:**

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. The AOC in no 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.

**1. 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
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) 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 (**Blanket Endorsements are not acceptable**) in favor of the *“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”* for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
  - a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) 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, involving automobiles owned, leased, hired or borrowed by 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 (**Blanket Endorsements are not acceptable**) 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.
  - c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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.

**4. Technology/Network Errors and Omissions Insurance**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

#### **5. Fidelity Insurance (Crime Bond)**

- Policy Limit \$1,000,000
  - a. The policy shall be issued with minimum limits of \$100,000.

- b. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The policy shall **include coverage for third party fidelity.**
- d. The policy shall **include coverage for theft.**
- e. The policy shall **contain no requirement for arrest and conviction.**
- f. The policy shall cover loss outside the premises of the **Named Insured.**
- g. The Arizona Supreme Court, Administrative Office of the Courts, shall be endorsed **(Blanket Endorsements are not acceptable)** as a Loss Payee as our interest may appear.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed **(Blanket Endorsements are not acceptable)** 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 Arizona Supreme Court, Administrative Office of the Courts, its agents, officials, employees or the State of Arizona 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.
3. **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 AOC. Such notice shall be sent directly to the AOC and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or 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. Neither the AOC nor the State of Arizona in any way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the AOC 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 **(Blanket Endorsements are not acceptable)** are to be received and approved by the AOC 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 the AOC. The AOC contract number and project description shall be noted on the certificate of insurance. The AOC reserves

the right to require complete, certified copies of all insurance policies required by this Contract at any time.

6. **SUBCONTRACTORS**: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the AOC separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL**: Any modification or variation from the *insurance requirements* in this Contract shall be made by the AOC. Such action will not require a formal Contract amendment, but may be made by administrative action.

## **ARTICLE VI. SUBCONTRACTS, ASSIGNMENTS AND STAFFING**

6.1 SUBCONTRACTS. No subcontract shall be entered into by CONTRACTOR with any other party to furnish any of the material or services specified herein without the advance written approval of the AOC. All subcontracts shall comply with Federal and State laws and regulations that 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 principal referred to herein. CONTRACTOR is responsible for contract performance whether or not subcontractors are used. The AOC shall not unreasonably withhold approval and shall notify CONTRACTOR of the AOC's position within 15 days of receipt of written notice by CONTRACTOR.

6.2 ASSIGNMENTS - DELEGATION. No right or interest in this Agreement shall be assigned by CONTRACTOR without prior written permission of the AOC, and no delegation of any duty of CONTRACTOR shall be made without prior written permission of the AOC. AOC will not unreasonably withhold approval and shall notify CONTRACTOR of its position within 15 days of receipt of written notice. Any attempt to assign any of the rights, duties or obligations of this Agreement, or otherwise assign any item acquired under this Agreement, without such consent is void.

6.3 STAFFING. CONTRACTOR shall provide qualified and experienced personnel in sufficient number to ensure that all required services are performed to the standards required by this Agreement. CONTRACTOR retains the right to determine the manner in which work is distributed, and assign tasks for additional employees as it deems necessary to carry out the work of the Agreement. The list of key personnel engaged in providing direct services to Arizona courts under this Agreement has been provided to AOC, is hereby approved and shall be subject to the continuing approval of AOC, including reassignment by CONTRACTOR from ongoing duties under this Agreement. If at any time during the term of this Agreement key personnel are not acceptable to AOC, then CONTRACTOR shall, upon receipt of written or verbal notice from AOC, immediately replace such personnel with substitute qualified personnel or take such other action as may be mutually agreed. If at any time during the term of this Agreement, any CONTRACTOR personnel ceases performance for any reason, including, but not limited to, resignation or termination, then

CONTRACTOR shall promptly replace such personnel with substitute qualified personnel approved by the AOC.

6.4 RECRUITING. The parties shall not, without the consent of the other party, entice, encourage, offer special inducements, or otherwise recruit employees of the other party during the period of this Agreement and for a period of two years thereafter. This clause is not intended to restrict any individual's right of employment but rather is intended to preserve the relationship intended under this Agreement and to prevent the parties from actively recruiting the employees of the other party.

## **ARTICLE VII. GENERAL TERMS**

7.1 CERTIFICATION. By execution of this Agreement, 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 Agreement.
- C. 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 Agreement. Signing this Agreement with a false statement shall void the Agreement 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 Agreement 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 Agreement.

7.2 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 this Agreement shall be effective only when funds appropriated for the purpose of compensating CONTRACTOR actually are available to the AOC for disbursement. The Administrative Director of the AOC shall be the sole judge and authority in determining the availability of funds under this Agreement and shall keep CONTRACTOR informed as to the availability of funds. AOC shall not be liable for any purchases or subcontracts entered into by CONTRACTOR in anticipation of funding. In the event of the unavailability of funds, AOC may cancel this Agreement, suspend the Agreement, or accept a decrease in price offered by the CONTRACTOR.

7.3 APPLICABLE LAW. The laws and regulations of the State of Arizona, Procurement Rules for the Judicial Branch, and the AOC Procurement Bid Protest, Contract Claim, Debarment and Appeals Procedure shall govern the rights of the parties, the performance of this Agreement and any dispute thereunder. Any action or claim relating to this Agreement shall be brought in an

Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment to this Agreement.

7.4 ARIZONA JUDICIAL PROCUREMENT RULES. The Arizona Supreme Court Procurement Rules for the Administrative Office of the Courts (AO 2013-44) are incorporated as a part of this document as if fully set forth herein.

7.5 AMENDMENTS AND WAIVERS. This Agreement shall be modified only by a written contract amendment within the scope of this Agreement signed by persons duly authorized by court policies and procedures to enter into contracts on behalf of the AOC. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the CONTRACTOR are violations of this Agreement and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and CONTRACTOR shall not be entitled to any claim under this Agreement based on those changes. To the extent that any amendments to this Agreement are in conflict with the basic terms and conditions of the Agreement, the amendments shall control the interpretation of the Agreement.

7.6 PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.

7.7 SEVERABILITY. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

7.8 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. CONTRACTOR is an independent contractor in the performance of work and the provision of services under this Agreement.

7.9 COMPLIANCE WITH LAW. All services rendered hereunder shall be provided in accordance with all applicable federal, state and city ordinances, resolutions, statutes, rules and regulations. CONTRACTOR shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. To the extent that there is a change in applicable laws from those existing at the time of execution of this Agreement that impacts or effects the services defined herein, the parties agree to renegotiate and modify all pertinent sections affected by such change in law.

7.10 INTERPRETATION. This Agreement 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this

Agreement shall not be relevant to determine the meaning of this Agreement 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 AOC Judicial Branch Procurement Rules (AO 2013-44) is used in this Agreement, the definition contained in the rules shall control with the provisions of the AOC Judicial Branch Procurement Rules governing in the case of conflicting terms.

**7.11 RIGHTS AND REMEDIES.** The rights and remedies of the State of Arizona and the AOC under this Contract are not exclusive. No provision in this document or in 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 this Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement, 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 Agreement or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Agreement.

**7.12 CONTRACT CLAIMS.**

- A. Informal Procedure. Prior to commencing a formal contract claim, CONTRACTOR shall make reasonable efforts to resolve the claim through discussions with the AOC project manager or contract administrator.
- B. Formal Procedure. If the contract administrator or project manager'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, AOC Procurement Bid Protest, Contract Claim, Debarment and Appeals Procedure.
- C. Continued Performance. The parties agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement 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.

**7.13 WARRANTIES.** CONTRACTOR warrants that all material, service or construction delivered under this Agreement shall conform to the specifications of this Agreement. Mere receipt of shipment of the material, service, or construction specified, and any inspection incidental thereto by AOC, shall not alter or affect CONTRACTOR's obligations or the rights of the AOC under the foregoing warranties. Additional warranty requirements may be set forth in this document.

**7.14 THIRD PARTY ANTITRUST VIOLATIONS.** CONTRACTOR hereby assigns to AOC any and all claims for overcharges resulting from anti-trust violations to the extent that those violations concern materials or services supplied by third parties to CONTRACTOR.

## 7.15 FORCE MAJEURE.

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance 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.
  - (3) Inability of either the CONTRACTOR or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 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 amendment 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 Agreement.
- D. 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.

7.16 RIGHT TO ASSURANCE. Whenever one party to this Agreement 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 Agreement.

7.17 RECORDS RETENTION AND AUDIT. 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 Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.

7.18 ADVERTISING. CONTRACTOR shall not advertise or publish information concerning this Agreement without prior written consent of the AOC. .

7.19 FACILITIES INSPECTION AND MATERIALS TESTING. CONTRACTOR agrees to permit access to its facilities, subcontractor facilities and CONTRACTOR'S processes or services, at reasonable times for inspection of the facilities or materials covered under this Agreement. AOC shall also have the right to test, at its own cost, the materials to be supplied under this Agreement. Neither inspection of the CONTRACTOR's facilities nor materials testing shall constitute final acceptance of the materials or services. If AOC determines noncompliance of the materials, the CONTRACTOR shall be responsible for the payment of all costs incurred by AOC for testing and inspection. If materials are returned, all costs are the responsibility of the CONTRACTOR.

7.20 FINANCIAL AUDIT. At any time during the term of this Agreement, CONTRACTOR's financial operations related to this Agreement may be audited by the AOC, by auditors designated by the AOC, or by any other appropriate agency of the state or federal government.

7.21 LIENS. CONTRACTOR warrants that the materials supplied under this Agreement are free of liens and shall remain free of liens.

7.22 LICENSES AND PERMITS. CONTRACTOR shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business as applicable to this Agreement.

7.23 TAXES.

- A. Payment of Taxes. The CONTRACTOR shall be responsible for paying all applicable taxes. The AOC is exempt from Federal Excise Tax, including the Federal Transportation Tax.
- B. State and Local Transaction Privilege Taxes. The AOC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Sales tax, as required, shall be indicated as a separate item on all invoices.
- C. Tax Indemnification. CONTRACTOR and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by CONTRACTOR.

CONTRACTOR shall, and shall require all subcontractors to, hold the AOC harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and worker's compensation.

- D. IRS W9 Form. In order to receive payment, CONTRACTOR shall have a current I.R.S. W9 Form on file with the AOC, unless not required by law. Sales taxes, as required shall be indicated as a separate item on all invoices.

7.24 OTHER CONTRACTS. The AOC may perform additional work related to this Agreement or award other contracts for such work. CONTRACTOR shall reasonably cooperate with such other contractors or court employees in the scheduling of and coordination of its own work with such additional work.

7.25 PRICE REDUCTION. A price reduction adjustment may be offered at any time during the term of this Agreement and shall become effective upon notice.

7.26 INSTALLATION. Any order, acceptance or other document evidencing a purchase under this Agreement 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.

7.27 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.

7.28 CRIMINAL HISTORY CHECK. AOC may require CONTRACTOR to provide identifying information for 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 AOC may terminate this Agreement if the results of the criminal history records check would disqualify CONTRACTOR or an individual and there is no acceptable alternative.

7.29 SCRUTINIZED BUSINESS OPERATIONS. Pursuant to A.R.S. §§35-391.06 and 35-393.06, 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 and 35-393, as applicable. If AOC determines that CONTRACTOR submitted a false certification, AOC may impose remedies as provided by law including cancellation or termination of this Agreement.

7.30 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 AOC may terminate this Agreement.

- 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 Agreement.
- C. The AOC 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

7.31 SUSPENSION OR DEBARMENT. The AOC may, by written notice to CONTRACTOR, immediately terminate this Agreement if the AOC determines that 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 CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify the AOC.

7.32 OWNERSHIP OF INTELLECTUAL PROPERTY. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets, XML specifications, schema, extensions, and file names created or conceived solely pursuant to and in the performance of this Agreement (collectively, the "Developed Intellectual Property"), shall be work made for hire and the AOC shall be the owner of such Developed Intellectual Property. The AOC shall own the entire right, title and interest to the Developed Intellectual Property throughout the world, except that AOC grants and agrees to grant to CONTRACTOR a perpetual, irrevocable, fully paid up, transferable, royalty free, worldwide, sublicensable, non-exclusive right and license: (i) to modify and create derivative works of the Developed Intellectual Property; (ii) to make, use, copy, import, distribute (directly or indirectly), license, sell, offer to sell, practice, rent, or lease or otherwise dispose of the Developed Intellectual Property (and derivative works thereof created under clause (i) above); and (iii) to sublicense any and all of the rights set forth in clauses (i) and (ii) above to further third parties, including the right to sublicense such rights to further third parties, except that the foregoing license insofar as it relates only to AOC online electronic payment XML specifications, schema, extensions, and file names, whether pre-existing or created by one of the parties under this agreement, is limited to use or disclosure for use in the Arizona Court System only. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Agreement ("Independent Materials") do not constitute Developed Intellectual Property. Contractor shall notify the AOC within thirty (30) days, of the creation of any Developed Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Developed Intellectual Property vests in the AOC and shall take no affirmative action's that might have the effect of vesting all or part of the Developed Intellectual Property in any entity other than the AOC.

Notwithstanding the foregoing, if the AOC elects, in its sole and absolute discretion, to relinquish

its ownership interest in any or all of the Intellectual Property, the AOC shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within the Judicial Branch without restriction for any activity in which the AOC is a party.

After termination of this Agreement, AOC retains the right to develop, contract for, or acquire and maintain software to automate online electronic payment processing, including, but not limited to use of XML specifications, schema, extensions, and file names created under this Agreement.

Title to all reports, AOC information, or AOC data, prepared in conjunction with CONTRACTOR in performance of this Agreement shall vest with the AOC. Subject to applicable state and federal laws and regulations, AOC shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such AOC information.

**7.33 DESIGNATED REPRESENTATIVES.** To facilitate efficient operations, both parties shall designate primary representatives to act as the first point of contact to resolve inconsistencies, problems or other issues related to this Agreement. The AOC representative shall be authorized to accept or reject work produced by CONTRACTOR, authorize payment, and negotiate any service changes or amendments to the Agreement. All contract amendments and Service Schedule changes shall be approved by the AOC Director or designee.

**7.34 COMPUTATION OF TIME.** Any reference to “days” in this Agreement shall mean calendar days, unless otherwise specified.

**7.35 OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Arizona Judicial Branch or its clients and may involve access to secure or sensitive data or personal identifying information or development or modification of software for the Arizona Judicial Branch shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

**7.36 NOTICES.** All notices required by this Agreement shall be sufficiently given by mailing the same by certified or registered mail, return receipt requested, to the parties at their respective addresses, as follows:

CONTRACTOR: TBD

AOC: Arizona Supreme Court  
Administrative Office of the Courts  
1501 West Washington, Suite 411  
Phoenix, Arizona, 85007-3231  
Attn: \_\_\_\_\_

Any notice given in accordance with this clause shall be deemed to be received by and served upon the other party on the date such letter would in the ordinary course of post have reached such address or on the date such notice is served or left at the relevant address and in the case of facsimile shall be deemed to have been served on the day following the date of successful transmission.

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## **8.2 Service Schedules**

The following schedules are attached, incorporated in and made a part of this Agreement.

### 1.0 User Acceptance Testing

## **Schedule 1.0: User Acceptance Testing**

- A. Acceptance of Services. CONTRACTOR will submit all deliverables identified in the proposal and any enhancements requested by AOC for final review and approval by AOC. Once delivered, AOC shall, within a reasonable period of time, determine whether each deliverable meets the applicable specifications and acceptance criteria and is accepted by AOC. The parties will develop an Acceptance Test Plan (ATP) to determine if a software application, modification or other deliverable should be accepted by the AOC. The ATP will be included in the final detailed Project Plan created in the first 20 days of the Agreement. In the event of any Defect, as defined below, AOC may notify CONTRACTOR of such Defect. Upon acceptance, AOC shall notify CONTRACTOR in writing of AOC's acceptance and the acceptance date. AOC shall accept each deliverable within a reasonable time, unless CONTRACTOR is otherwise notified of a Defect. **The agreed Acceptance Test shall include provisions designed to assure that the application response times and application up time reflect excellent performance using objective standards and measuring only factors controlled by CONTRACTOR.**
- B. Correction of Defect. AOC shall have the option to require CONTRACTOR to correct any Defect prior to acceptance of such services. Upon notification of a Defect, CONTRACTOR shall use commercially reasonable efforts to correct any Defect as soon as possible, all at no additional cost to AOC. CONTRACTOR shall re-deliver any corrected deliverables to AOC for further acceptance testing. No payment will be due for any defective deliverable until CONTRACTOR corrects the Defect. If the Court places a module into production use, prior to the correction of a Defect, the module shall be deemed to have been accepted by the Court and the payment applicable to customization of such module shall be due.
- C. "Defect". "Defect" shall mean any deficiency in any Service, as reasonably determined by the Court and CONTRACTOR, including use of an agreed upon acceptance test, and shall include, without limitation, any error, problem, omission, imperfection or defect that has a material impact upon the functionality of CONTRACTOR' deliverables or results in any corruption of the Court data or information.

## ATTACHMENT A: SOW Specifications and Response Matrix

Offeror must complete the following SOW Specifications and Response Matrix. If Offeror supplies supplemental information, indicate the name of the file of the supplemental information associated with each applicable specification in the SOW.

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
	<b>General</b>			
3.2.1	Offeror is responsible for delivering, operating, and maintaining an electronic payment service that complies with PCI Security Standards.			1. Please indicate if your company's electronic payment service has ever been compromised as a result of a security breach. If applicable, please provide specific information regarding the breach and explain the process your company took to notify customers, the steps taken to protect the customer's data, and the safeguards put in place to prevent such a breach from occurring again.
3.2.2	Electronic payment service is capable of complying with and allowing courts using the system to comply with the Minimum Accounting Standards (MAS) as defined in the Arizona Code of Judicial Administration 1-401 ( <a href="http://www.azcourts.gov/Portals/27/1-401_Effective_01-01-2012.pdf">http://www.azcourts.gov/Portals/27/1-401_Effective_01-01-2012.pdf</a> )			
3.2.3	Electronic payment service must be able to integrate with public-facing web-based applications provided and maintained by the AOC and third-party vendors.			1. Describe which transactions (e.g. authorization, refund, capture, etc.) between the payment system and the customer facing system are currently supported and the general format(s) (e.g. XML) used for these transactions. If a standard message structure is used provide a sample message.

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.4	Electronic payment service must have the ability to support the following credit card payment methods: <ul style="list-style-type: none"> <li>• Visa</li> <li>• MasterCard</li> <li>• Discover</li> <li>• American Express</li> <li>• Branded Debit Cards</li> </ul>			
3.2.5	Electronic payment service must provide a payment solution that allows for the processing of electronic payments via real time transactions.			
3.2.6	Electronic payment service must support subscription (recurring) payment accounts on a periodic basis (e.g. monthly).			
3.2.7	Electronic payment service must provide a payment solution that allows for the processing of electronic payments via the following methods: <ul style="list-style-type: none"> <li>• Web <ul style="list-style-type: none"> <li>○ Credit Card</li> <li>○ Debit Card</li> <li>○ ACH Debit</li> </ul> </li> <li>• Point-of-Service (Optional)</li> </ul>			
3.2.8	All payment transactions must be specified in Mountain Standard Time (MST).			
3.2.9	Electronic payment service may support point-of-sale credit and debit card processing.			
3.2.10	Offeror must be willing to develop, extend or expand payment methods to accommodate other AOC eCourt Services not currently identified. (E.g. Legislative changes, future applications may require changes in an acceptable amount of time determined by AOC).			1. Describe how your architecture, systems and program development staff will work to meet this requirement.

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.11	The Contractor must designate a contact team for the clarification and resolution payment issues.			
<b>Payment Transactions</b>				
3.2.12	Electronic payment service must ensure that each transaction is assigned a unique identification number that will be stored and remain with the transaction throughout the transaction cycle.			
3.2.13	Electronic payment service must collect and transmit the date and time for both authorizations and captures.			
3.2.14	<p>Electronic payment service must support the processing of payment authorizations and captures in the following ways:</p> <ul style="list-style-type: none"> <li>A. Authorize and capture via one transaction (Synchronous)</li> <li>B. Authorize and capture via separate steps in a workflow process (Asynchronous)</li> </ul> <p>Example: For electronic filing, filers have payments authorized when submitting case documents to a local court. However, the capture does not occur until a clerk formally accepts the submitted case documents for filing. Other web-based applications may require a synchronous transaction.</p>			
3.2.15	Electronic payment service must maintain quality controls to minimize the occurrence of unintended duplicate payment transactions by end-users, while allowing for end-users to submit multiple intended payments.			

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
	<b>Disbursements (Deposits)</b>			
3.2.16	Electronic payment service supports the deposit of payment transaction funds in one or both of the following ways:  A. Deposit into a "settlement" account managed by the electronic payment service from which automated next-day disbursements are deposited directly into specific local court and AOC bank accounts; and/or B. Deposit directly into the AOC and local court bank accounts, respectively.			
3.2.17	Electronic payment service must distinguish and disburse different payment amounts due to the AOC and to specific local courts (e.g. for electronic filing, "Application Fees" are disbursed to the AOC and "Filing Fees" are disbursed to specific local courts).			1. Describe how your company would approach charges that need to go to two different entities (i.e., customer pays \$206, \$200 needs to go to the local court and \$6 needs to go to the AOC).
3.2.18	Disbursements for the previous day's transactions must occur after 11:59:59 PM Mountain Standard Time (MST) through 07:00:00 AM MST. Friday, Saturday, Sunday, and holiday transactions must be disbursed on the next business day.  Note: Transaction day begins at 12:00:00 AM MST. Transaction day ends at 11:59:59 PM MST of the same day.			1. Specify the daily cutoff time for next-day deposits. Note: All payment transactions must be specified in Mountain Standard Time.
3.2.19	Electronic payment service must disburse <u>Application Fees</u> to AOC's bank account on a daily, weekly, or monthly basis depending on specific eCourt project			

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.20	Electronic payment service must disburse <u>Filing Fees</u> to local court bank accounts no later than the business day following the transaction, i.e., disbursements are not contingent of funds settlement.			<ol style="list-style-type: none"> <li>1. Describe any limitations associated with the following scenarios: <ol style="list-style-type: none"> <li>a. Number of transactions contained in a batch process.</li> <li>a. Number of batches transmitted daily.</li> <li>b. Number of settlement transactions daily.</li> <li>c. Daily Transaction Amount</li> <li>d. Other?</li> </ol> </li> </ol>
<b>Reports</b>				
3.2.21	Electronic payment service provides financial reporting support for electronic payment transaction information, reconciliation, and auditing purposes.			<ol style="list-style-type: none"> <li>1. Describe the available standard daily and/or monthly reconciliation reports.</li> </ol>
3.2.22	Electronic payment service provides customizable reports.			<ol style="list-style-type: none"> <li>1. Define how reports can be customized based on the available electronic payment service data, including data supplied by Arizona's public-facing Web-based applications (e.g. by court, transaction types, electronic filing submission ID, multiple query levels against the same data set, etc.).</li> </ol>
3.2.23	Electronic payment service provides real-time and automated access to payment reports via on-demand data downloads.			<ol style="list-style-type: none"> <li>1. Indicate how reports or other information would be made available to the AOC and Local Courts, include download and print capabilities.</li> </ol>

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.24	Electronic payment service provides on-demand access to electronic filing payment reports in "human-friendly" formats (e.g. Excel, PDF).			
3.2.25	Electronic payment service provides on-demand access to electronic filing payment reports in "automation-friendly" formats (e.g. CSV, XML, ASCII).			
3.2.26	Electronic payment service must provide financial reporting support that is specific and available to individual local courts.			1. Describe how reports can be generated for each local court in the Arizona Judiciary. At a minimum, each local court must be able to generate their own reports.
3.2.27	Electronic payment service must provide financial reporting support that is available to the AOC, which includes payment transaction information associated with all local courts. (e.g. parent account)			1. Describe how the AOC can produce statewide reports that "roll up" individual local court information.
3.2.28	Access to the electronic payment service's financial reporting function is secured through AOC-managed administrative controls.			
<b>Administration</b>				
3.2.29	Electronic payment service provides automated processes and administrative tools that provide support for research, voids, refunds, and customer-disputed charges.			1. Describe with detail how deposits are made by your company (e.g. direct account credit, ACH, wire transfer).

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.30	Electronic payment service provides notification and support for transaction and system failures.			1. Describe the monitoring and notification process if a payment transmission fails at any point within the electronic payment process.
3.2.31	Electronic payment service provides access to historical information for research and auditing purposes.			1. If applicable, describe how historical information regarding individual transactions, refunds, and chargebacks are maintained for future access.
3.2.32	Electronic payment service must maintain a Disaster Recovery environment.			1. Provide your Disaster Recovery Plan to deal with potential disasters so the effects will be minimized and the organization will be able to maintain or quickly resume mission critical functions.
	<b>Integration</b>			
3.2.33	All payment transactions processed between the eCourt Services applications and the electronic payment service must be conducted through a private switched data network service, which is to be acquired by and paid for by the AOC. The demarcation points for the private switched data network service are the AOC and selected service providers payment processing center.			
3.2.34	Messaging between the electronic payment service and any Court supported public-facing web-based applications must be in an industry standard format (e.g. OASIS LegalXML ECF 4.01, NIEM 3.0, etc.).			

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.35	Messaging specifications used by the electronic payment service must be documented, maintained, and communicated by vendor.			
<b>Project Implementation</b>				
3.2.36	Electronic payment service provider provides a standard method for identifying requirements and configuring, integrating, and implementing the service.			<ol style="list-style-type: none"> <li>1. Provide a detailed description of the service delivery process, including task schedules in calendar days and resources required for the following project milestones: <ol style="list-style-type: none"> <li>a. Requirements Analysis</li> <li>b. Design</li> <li>c. Development/Configuration</li> <li>d. Integration Testing</li> <li>e. Test Environment</li> <li>f. User Acceptance Testing</li> <li>g. Implementation</li> <li>h. Post-Implementation</li> </ol> </li> <li>2. Describe support provided during implementation, including training, technical assistance, user manuals (documentation), tutorials/videos, and on-site visits.</li> </ol>
<b>Test</b>				

#	SOW Specifications	Offeror's System conforms to Specifications as is? (Yes or No)	Identify any exceptions or qualifications to the specification.  If an enhancement is needed to meet this specification please describe the changes required and an expected date of delivery.	Additional Requested Information
3.2.37	Electronic payment service provides a test environment during integration and updates.			<ol style="list-style-type: none"> <li>1. Describe your test environment. Is it available for client use at all times or during limited periods of time?</li> <li>2. Describe your testing process including: <ol style="list-style-type: none"> <li>a. Are simulated card numbers used?</li> <li>b. How are error conditions tested?</li> <li>c. How are ACH transactions tested?</li> </ol> </li> </ol>
	<b>Fees</b>			
3.2.38	Electronic payment service fees must be deducted from a specified account and must NOT be deducted from each transaction as it is processed.			
3.2.39	Unless otherwise specified by the AOC, electronic payment service processing fees must not be charged to customers. Electronic payment service processing fees must be charged to the AOC.			<ol style="list-style-type: none"> <li>1. Describe any fee options that your company supports (i.e., flat fees, percentage fees, subscription fees, per transaction fees, etc.).</li> <li>2. Describe any proposed alternatives to this requirement.</li> </ol>
3.2.40	Electronic payment service assumes responsibility for chargebacks and disputes and allows the AOC and local courts to retain funds. (Payment Guarantee)			<ol style="list-style-type: none"> <li>3. Describe the process for payment dispute resolution (credit card chargebacks, etc.) if payments are not guaranteed. If applicable, please provide in Attachment B, any price differential with guarantee payment versus non guarantee payment.</li> </ol>

## ATTACHMENT B: PRICING SCHEDULES

### Pricing Schedule B-1: Processing Fees

<b>Offeror Name:</b>
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**Individually list all merchant & transaction processing fees** (e.g. payment authorization, payment captures, payment settlements, disbursement fees) and categorize them into one of the two categories listed below. **Fees should be given for each card type.** Only the fees listed here will be allowed to be charged.

<b>Total Processing Fees</b>	<b>Flat Fee/Month Merchant</b>	<b>One Time Fee Merchant</b>
	\$	\$

Item	Fee Description (Individually list all merchant & transaction fees here)	% Rate of Transaction	Flat Fee Per Transaction	Flat Fee/Month Merchant	One Time Fee Merchant
T1		\$	\$	\$	\$
T2					
T3					
T4					
T5					
T6					
T7					
T8					
T9					
T10					
T11					
T12					
T13					
T14					
T15					

## Pricing Schedule B-2: Volume Rates

<b>Offeror Name:</b>
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All prices are to be quoted on a price per transaction basis. Detail any volume driven rates for Debit/Credit card processing using the grid below and breakout rates by category. For each volume threshold, charges may be expressed as a percentage or a flat fee. Describe your company’s overall pricing structure. The AOC is not committing to transaction volumes for the purpose of this solicitation. Volume Driven Rates are optional.

Item	Volume Driven Debit/Credit Card Processing Fees		% Rate per Transaction	Flat Fee Per Transaction
	Range From	Range To		
V1				
V2				
V3				
V4				
V5				
V6				
V7				
V8				
V9				
V10				
V11				
V12				
V13				
V14				
V15				
V16				
V17				
V18				

## Pricing Schedule B-3: Recurring Charges

<b>Offeror Name:</b>
----------------------

Detail all monthly recurring charges expressed on a monthly basis that will be charged to the Court only if not included in any other proposed fee or rate (e.g. reports/reporting, customer support, maintenance). Do not include monthly merchant and transaction fees in this schedule. Include a description of each itemized fee. Only the fees listed here will be allowed to be charged.

<b>Total Monthly Recurring Cost</b>	\$
-------------------------------------	----

Item	Itemized Monthly Recurring Charges	Rate per Transaction (if applicable)	Monthly Recurring Cost
R1		\$	\$
R2			
R3			
R4			
R5			
R6			
R7			
R8			
R9			
R10			
R11			
R12			
R13			
R14			
R15			
R16			
R17			

**Pricing Schedule B-4: One-Time Implementation/Configuration Costs**

**Offeror Name:**

Provide costs associated with the following project tasks: 1) requirements, 2) design, 3) development, 4) configuration, 5) testing, 6) implementation (including training), 7) post implementation, and 8) other. Express all one-time fees as an hourly rate, if applicable, and a total cost. Only the fees listed here will be allowed to be charged.

<b>Total One-Time Implementation/Configuration Costs</b>	\$
--	----

Item	Itemized One-Time Costs	Rate per Hour (if applicable)	Total Cost
O1		\$	\$
O2			
O3			
O4			
O5			
O6			
O7			
O8			
O9			
O10			
O11			
O12			
O13			
O14			
O15			
O16			
O17			
O18			
O19			

**Pricing Schedule B-5: Point of Sale (POS)**

<b>Offeror Name:</b>
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All prices are to be quoted on a price POS site basis. Detail all equipment and software costs using the list below and breakout installation cost from recurring costs. Do not include any fees or one-time costs associated with card transactions.

<b>Total Equipment &amp; Software Costs</b>	<b>Installation Price</b>	<b>Recurring Costs</b>
	\$	\$

Item	Itemized Equipment List	Installation Price	Recurring Costs
P1		\$	\$
P2			
P3			
P4			
P5			
P6			
P7			
P8			
P9			
Item	Itemized Software List	Installation Price	Recurring Costs
P1		\$	\$
P2			
P3			
P4			
P5			
P6			
P7			
P8			
P9			

Pricing Schedule B-6: Summary

<b>Offeror Name:</b>
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<b>PROPOSED MODEL</b>	<b>Monthly Cost</b>	<b>Annual</b>
Schedule B-1 One-Time Merchant Fee	\$	\$
Schedule B-3 Total Recurring Costs	\$	\$
Schedule B-4 One-Time Implementation/Configuration	\$	\$
Schedule B-5 Point of Sale (Recurring)	\$	\$
Schedule B-5 Point of Sale (Installation)	\$	\$
Other Costs Not Listed Above	\$	\$
<b>TOTAL COST OF PROPOSED MODEL</b>	\$	\$
<b>PER YEAR CONTRACT COST</b>		
Year 1		\$
Year 2		\$
Year 3		\$
<b>GRAND TOTAL</b>	\$	\$

## Pricing Schedule B-7: Assumptions

**Offeror Name:**

Assumptions referencing an item number from a pricing schedule should include the item reference number. Use 'General' as the item reference if not specifically referring to an item in a pricing schedule.

Item	Item Reference	Assumptions
A1		
A2		
A3		
A4		
A5		
A6		
A7		
A8		
A9		
A0		
A11		
A12		
A13		
A14		
A15		
A16		
A17		
A18		
A19		
A20		
A21		
A22		

## **ATTACHMENT C: EXAMPLES OF TYPICAL ELECTRONIC FILING SUBMISSIONS**

### **1.4 Examples of Typical Electronic Filing Submissions**

Examples provided here are to be used as references by the respondent when reviewing and responding to the Statement of Work (SOW) requirements. As an overarching context, court cases are initiated with an initiating submission. These submissions create a case and the associated parties. The majority of the time, initiating submissions require filing fees. Submissions which are filed after the case has been initiated are known as “subsequent” submissions. Many subsequent submissions do not have filing fees, though there are some types of subsequent submissions that do.

#### **1. Subsequent Submission Where a Filing Fee and Application Fee are Charged**

- A customer prepares a submission for filing into the Superior Court in Maricopa County and is assessed a Filing Fee of \$200 and an Application Fee of \$6 in the electronic filing system.
- The electronic filing system will redirect the customer to the electronic payment site with information about the transaction request including:
  - The total transaction amount of \$206;
  - The data explaining the fee breakdown of \$200 for Filing Fee and \$6 for Application Fee; and
  - Other data elements that are necessary for reporting purposes (e.g. client matter number, case number, submission number).
- Payment authorization is obtained for the \$206 and information regarding the payment authorization is returned to the electronic filing system.
- Within the electronic filing system a clerk will make a decision on the submission. In this example the clerk chooses to accept the submission, which makes it an official court record. The electronic filing system will then send a payment capture message to the electronic payment service for \$206.
- The next business day following the payment capture, the Filing Fee amount of \$200 must be disbursed to the Superior Court in Maricopa County.
- The Application Fee can be disbursed to the AOC on the next day or be held in an account for a weekly or monthly disbursement.

## **2. Subsequent Submission Where a \$6 Application Fee is Charged**

- A customer prepares a submission for filing into the Superior Court in Pima County and is assessed an Application Fee of \$6 in the electronic filing system.
- The electronic filing system will redirect the customer to the electronic payment site with information about the transaction request including:
  - The total transaction amount of \$6;
  - The data explaining the fee breakdown of \$6 for Application Fee; and
  - Other data elements that are necessary for reporting purposes (e.g. client matter number, case number, submission number).
- Payment authorization is obtained for the \$6 and information regarding the payment authorization is returned to the electronic filing system.
- Within the electronic filing system a clerk will make a decision on the submission. The electronic filing system will then send a payment capture message to the electronic payment service for \$6, regardless of the clerk's decision to either reject or accept the submission.
- The Application Fee of \$6 can be disbursed to the AOC on the next day or be held in an account for a weekly or monthly disbursement.

## **3. Subsequent Submission Where an Application Fee and Filing Fee are Charged, but the Submission is Rejected by Clerk**

- A customer prepares a submission for filing into the Superior Court in Pima County and is assessed a Filing Fee of \$242 and an Application Fee of \$6 in the electronic filing system.
- The electronic filing system will redirect the customer to the electronic payment site with information about the transaction request including:
  - The total transaction amount of \$242;
  - The data explaining the fee breakdown of \$242 for Filing Fee and \$6 for Application Fee; and
  - Other data elements that are necessary for reporting purposes (e.g. client matter number, case number, submission number).
- Payment authorization is obtained for the \$248 and information regarding the payment authorization is returned to the electronic filing system.
- Within the electronic filing system a clerk will make a decision on the submission. In this example the clerk chooses reject the submission. The electronic filing system will then send a payment capture message to the electronic payment service for the \$6 Application Fee only.

- The Application Fee of \$6 can be disbursed to the AOC on the next day or be held in an account for a weekly or monthly disbursement.

#### **4. Subsequent Submission Where Multiple Application Fees are Charged for Multiple Documents being Submitted within one Electronic Filing Transaction**

- A customer prepares a submission containing 3 documents for filing into the Superior Court in Pima County and is assessed an Application Fee of \$18 in the electronic filing system.
  - The electronic filing system will redirect the customer to the electronic payment site with information about the transaction request including:
    - The total transaction amount of \$6;
    - The data explaining the fee breakdown of \$6 for Application Fee; and
    - Other data elements that are necessary for reporting purposes (e.g. client matter number, case number, submission number).
  - Payment authorization is obtained for the \$18 and information regarding the payment authorization is returned to the electronic filing system.
  - Within the electronic filing system a clerk will make a decision on the submission. The electronic filing system will then send a payment capture message to the electronic payment service for \$18, regardless of the clerk's decision to either reject or accept the submission.
  - The Application Fee of \$18 can be disbursed to the AOC on the next day or be held in an account for a weekly or monthly disbursement.

#### **5. Case Initiation Where a Filing Fee and a Percentage Based Application Fee are Charged**

- A customer prepares a submission for filing into the Superior Court in Pima County and is assessed a Filing Fee of \$300 and an Application Fee of \$13.50 (4.5% of the Filing Fee amount) in the electronic filing system.
- The electronic filing system will redirect the customer to the electronic payment site with information about the transaction request including:
  - The total transaction amount of \$300;
  - The data explaining the fee breakdown of \$300 for Filing Fee and \$13.50 for Application Fee; and
  - Other data elements that are necessary for reporting purposes (e.g. client matter number, case number, submission number).
- Payment authorization is obtained for the \$313.50 and information regarding the payment authorization is returned to the electronic filing system.

- Within the electronic filing application a clerk will make a decision on the submission. In this example the clerk chooses to accept the submission. The electronic filing system will then send a payment capture message to the electronic payment service for \$313.50.
- The next business day following the capture, the Filing Fee amount of \$300 must be disbursed to the Superior Court in Pima County.
- The Application Fee of \$13.50 can be disbursed to the AOC on the next day or be held in an account for a weekly or monthly disbursement.