



# ARIZONA SUPREME COURT

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

Request for Proposal (RFP) – 13-03

Statewide Arizona Courts Electronic Filing 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 Court) seeks to acquire an electronic filing solution for the State of Arizona that meets the requirements of the accompanying Statement of Work (SOW) - 13.03 for a firm-fixed price. The proposed solution must be capable of supporting all case types for both initial and subsequent case submissions in all Arizona City, County and State courts. **To ensure that the courts can continue to provide a quality and cost-effective service to filers, the Court plans to acquire an electronic filing solution through one of two Business Models, each of which consists of two options. The Court will consider the Business Model and associated Option that is in the best interest of the Court.**

Offerors must provide a proposal for at least one Option per Business Model as described below. For each Business Model, the Court is seeking a solution it would either license on a perpetual basis (**Options 1 and 3**) or purchase outright (**Options 2 and 4**).

**Business Model 1:** The first model is a complete statewide electronic filing system consisting of the Filing Review Major Design Element (FRMDE), Filing Assembly Major Design Element (FAMDE), and Legal Service Major Design Element (LSMDE) detailed in the SOW. For Options 1 and 2, the system must be fully implemented to meet the Court Jurisdictions and Case Types described in Section 3.1.2 no later than **5/01/2015 for Go Live on 6/01/2015**.

**Option 1:** A full-featured, self-contained electronic filing system, licensed for use throughout Arizona. The electronic filing system vendor will enhance and maintain its product on an ongoing basis. This option provides an electronic filing system, which at a minimum includes:

1. Filing Review Major Design Element (FRMDE) consists of:
  - a. Clerk Review
  - b. Judge Review
  - c. Court Policy
  - d. Electronic Filing Manager (EFM)
  - e. Common Electronic Payment Service
  - f. Common Registration Service
  - g. Common Legal Service Support (see Legal Service Major Design Element)
  - h. Capability to support multiple FRMDE systems
  - i. Capability to support multiple system-to-system FAMDE-to-FRMDE transactions
  - j. Capability to support multiple Court Record Major Design Element (CRMDE) systems
2. Filing Assembly Major Design Element (FAMDE) enhanced per Arizona business and technical requirements

3. Legal Service Major Design Element (LSMDE)
4. Court ownership of any transactional interface specifications/formats utilized beyond the ECF standard
5. Vendor maintenance and support
6. Vendor configuration/development services and support
7. Vendor places source code in escrow, including every release

**Option 2:** A full-featured self-contained electronic filing system, as described in Option 1, owned by the Court.<sup>1</sup> The electronic filing system vendor may, at the discretion of the Court, continue to enhance and maintain its product.

**Business Model 2:** The second model is an electronic filing system designed to accommodate multiple FAMDE/LSMDE allowing third-party vendors the ability to connect their proprietary systems for use by their customers. This model would require the vendor to maintain a standard FAMDE/LSMDE for development, testing, and certification purposes. For Options 3 and 4, the Offeror's electronic filing solution must be implementation ready by **6/01/2014** to allow sufficient time for the multi-vendor FAMDE/LSMDE solutions to be tested and certified no later than **5/01/2015 for Go Live on 6/01/2015**. A subsequent multi-vendor FAMDE/LSMDE certification process will be developed by the Court, in conjunction with the selected vendor, following the contract award of RFP 13-03.

**Option 3:** A full-featured FRMDE, licensed for use throughout Arizona. The vendor will enhance and maintain its product on an ongoing basis. The solution's primary role is to perform the duties of the FRMDE and support multiple third-party FAMDE/LSMDE providers (e.g. third-party vendors, law firms, government agencies). These third-party service providers will directly support submitters of court case data and documents. This option provides the court-side portion of the electronic filing system under a perpetual enterprise software license, which at a minimum includes:

1. Filing Review Major Design Element (FRMDE) consists of:
  - a. Clerk Review
  - b. Judge Review
  - c. Court Policy
  - d. Electronic Filing Manager (EFM)
  - e. Common Electronic Payment Service
  - f. Common Registration Service
  - g. Common Legal Service Support (see Legal Service Major Design Element)
  - h. Capability to support multiple FRMDE systems
  - i. Capability to support multiple system-to-system FAMDE-to-FRMDE transactions
  - j. Capability to support multiple Court Record Major Design Element (CRMDE) systems

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<sup>1</sup> The phrase "owned by the Court" means a perpetual software license giving the Court the rights to modify and maintain the Offeror's electronic filing solution source code for all Arizona Courts.

2. Vendor FAMDE and LSMDE, which are:
  - a. Enhanced per Arizona business and technical requirements
  - b. Used in FRMDE development, testing, integration, and implementation, and third-party FAMDE/LSMDE certification process activities
3. This is a multi-FAMDE option with the vendor establishing and publishing the required specifications for all qualified third-party FAMDE vendors
4. Court ownership of any transactional interface specifications/formats utilized beyond the ECF standard
5. Vendor maintenance and support
6. Vendor configuration/development services and support
7. Vendor places source code in escrow, including every release

**Option 4:** A full-featured FRMDE, as described in Option 3, owned by the Court.<sup>2</sup> The electronic filing system vendor may, at the discretion of the Court, continue to enhance and maintain its product.

The purpose of the statewide court electronic filing system is to provide attorneys, self-represented litigants, court staff, and other case participants the ability to efficiently and cost-effectively transmit all case information, for all case types and related documents to all Arizona courts in a standard and supportable way. The system must be capable of supporting individual and high-volume case file submissions. The system must also enable court staff (e.g. clerks and judges) to review, confer, and process all case file submissions received.

The electronic filing system must conform to non-vendor-proprietary national XML standards to ensure that the Courts are able to freely operate the system and not be dependent on any one vendor. Additionally, the electronic filing system must fully operate within the Court's technical environment, be maintained by Court staff, and require little to no vendor intervention when operating the system. This includes, but is not limited to: addition or modification of new case types, document types, and fees.

For an overview of the system environment, refer to the logical design diagrams included in the SOW 13.03.

Offerors who wish to submit a sealed proposal based upon the specifications and conditions within the attached SOW 13.03 and this document shall submit it by **4:00PM, Arizona Time, July 18, 2013.**

## **1.2 Procurement Provisions**

The Solicitation Process shall be in accordance with the "Competitive Sealed Proposals" Rules set forth in Administrative Order 2013-44 effective May 2, 2013. These rules are posted on the Supreme Court website at:

<http://www.azcourts.gov/Portals/22/admorder/Orders13/2013-44.pdf>

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<sup>2</sup> The phrase "owned by the Court" means a perpetual software license giving the Court the rights to modify and maintain the Offeror's electronic filing solution source code for all Arizona Courts.

Competitive sealed proposals will be received at the below specified location, until the time and date cited. 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.

**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.

**1.3 Proposers' Conference**

A Proposers' Conference will be held on June 28, 2013, 9:00am, Arizona Time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

The Court does not intend to record or disseminate any of the communications that may occur at the Proposers' Conference, to include 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. 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.

**1.4 Proposal Schedule\***

<u>Activity</u>	<u>Date</u>
a. Request for Proposals (RFP) Published	June 13, 2013
b. Proposers' Conference	June 28, 2013
c. Deadline to Submit Written Questions	July 1, 2013
d. Response to Written Questions/RFP Amendments	July 8, 2013
e. Proposal Due Date	July 18, 2013

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

**Proposals received after 4:00pm, Arizona Time, July 18, 2013, will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

**1.5 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. 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 E-Filing performance; and/or
2. An Offeror who participates satisfactorily in other lines of Court business; and/or
3. An Offeror's past performance with the Court; and/or
4. 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.

### **1.6 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, as stated in Section 3. 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.

### **1.7 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 individuals making up the Evaluation Committee are referred to as committee members. 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. A Consensus Rationale document will also be completed which specifies the reason(s) for the ranking of each submission requirement. All working documents used in the evaluation process will be destroyed.

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.

### **1.8 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.

### **1.9 Contract Negotiations**

The respective designee or delegate is authorized to conduct negotiations, as defined in the Procurement Rules for the Judicial Branch (Administrative Order No. 2013-44) (hereinafter AOC Judicial Procurement Rules), with the Offeror(s) whose proposal has been determined in the selection process to be most advantageous to the Court.

### **1.10 Contract Award**

As set forth in this RFP, 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 RFP. A sample contract is included in

Section 9. Any exceptions to the sample contract terms and conditions must be noted in the proposal pursuant to Section 9.1. 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 5-year contract period and, at the Court's sole discretion, the contract may be renewed for up to an additional 5 years or a portion thereof.

### **1.11 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.

### **1.12 Responsibility, Responsiveness and Susceptibility**

In accordance with the AOC Judicial Procurement Rules, the following criteria shall be used in determining Offeror's responsibility, as well, as the proposals' responsiveness and susceptibility for contract award.

- 1.12.1 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;
- 1.12.2 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;
- 1.12.3 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,
  - a. Legally qualified includes if the vendor 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.
- 1.12.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 1.12.5 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;

- 1.12.6 Whether the proposal was in conformance with the requirements contained in the Statement of Work, Terms and Conditions, and Instruction for the Solicitation including its Amendments and all documents incorporated by reference;
- 1.12.7 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;
- 1.12.8 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;
- 1.12.9 Whether the proposal materially changes the contents set forth in the Solicitation, which includes the Statement of Work, Terms and Conditions, or Instructions;
- 1.12.10 Whether the Offeror provides misleading or inaccurate information; or
- 1.12.11 Whether the proposal meets all of the mandatory requirements as set in this RFP, the Court reserves the right to modify mandatory requirements if in the best interest of the Court.

### **1.13 Appeals/Protest Process**

The AOC Procurement Bid Protest, Contract Claim, Debarment and Appeals Procedures can be found at the following URL:

<http://www.azcourts.gov/adminservices/Procurement.aspx>

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## **SECTION 2**

### **INSTRUCTIONS**

#### **2.1 Necessary Documents**

Offerors who wish to submit proposals for RFP 13-03 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 and the SOW 13.03 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 AOC Judicial Procurement Rules are incorporated by reference herein and are made a part of this document as if they were fully set forth herein. Copies of these rules can be obtained from 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:

- A. 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.
- B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other vendor.

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

- A. Offerors are expected to examine the SOW 13.03 for the statewide Arizona Courts Electronic Filing System and the specifications, standard provisions, instructions, and requirements. 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.
- B. 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**

- A. Time: If stated as a number of days, will be calendar days.
- B. Shall, Will: Denotes the imperative.
- C. May: Denotes the permissive.
- D. Should or Desirable means a requirement having a significant degree of importance to the objectives of this RFP.
- E. All other definitions contained in the SOW – 13.03.

## **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 July 1, 2013, 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**

- A. Sealed proposals are due on or before 4:00PM, Arizona Time, July 18, 2013, 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.
- B. **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.
- C. The Offeror must submit one (1) original, one (1) digital copy, and seven (7) paper copies of each proposal.
- D. Offerors submitting a proposal shall indicate the Offeror's name and the RFP number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.

- F. All responses and accompanying documentation will become the property of the Court at the time the proposals are opened.
- G. The Functional and General Business and Technical Requirements, including attachments and Offeror responses, constitute a contractual obligation for the Contractor to deliver a system to the Court that meets the requirements in the manner as designated by the Contractor in the solicitation response.
- H. All product software documentation (e.g. installation; technical, operational, and system administration; and user support) must be provided with the responses to this solicitation.
- I. 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, July 18, 2013, 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. The Offerors will be required to install their software on the Court's servers and demonstrate conformance to Section 3.1.1 of the solicitation to confirm the Offeror's affirmations. 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. The required demonstration may also extend to actual working products operating in other court locations. The Court anticipates that the Oral Presentations will occur during the August 5 – August 16, 2013 time period.

### **2.12 Current Product**

All software offered in this solicitation shall be currently available, in production, ready to be deployed and capable of meeting the requirements set forth in the SOW – 13.03. The Court is not seeking a “Greenfield” Information Technology software development relationship with a vendor; however, the vendor is expected to enhance its product software to meet the business and technical needs of the Court.

**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 the name and contact information of all customers currently using the solution or product set being proposed. Reference information should include the following data: 1) client name and address, 2) primary contact, telephone number, and email address, 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 and financial statement 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) 13.03**

**3.1 – 3.5** The “SOW - 13.03” document, section 3.1 through section 3.5 is incorporated by reference and made a part of this Solicitation. The Offerors of RFP 13-03 must review the requirements set in Section 3 of the SOW 13.03 to gain a full understanding of the Court’s desired electronic filing system. The following is an outline of each section of requirements:

- 3.1 Mandatory Requirements
  - 3.1.1 Mandatory Product and Services Requirements
  - 3.1.2 Mandatory Court Jurisdiction and Case Type Support
  - 3.1.3 Additional Court Jurisdictions and Case Types
- 3.2 General Business Functionality
  - 3.2.1 Additional System Requirements
  - 3.2.2 General Registration Requirements
- 3.3 General Major Design Element Requirements
  - 3.3.1 Filing Assembly Major Design Element (FAMDE)
  - 3.3.2 Filing Review Major Design Element (FRMDE)
  - 3.3.3 Legal Services Major Design Element (LSDME)
- 3.4 General Electronic Payment Service Support Requirements
  - 3.4.1 General Electronic Payment Service Support Requirements
- 3.5 General Vendor Support and Process Requirements
  - 3.5.1 General Vendor Support Requirements
  - 3.5.2 General Process Management Support Requirements
  - 3.5.3 Activity and Documentation Deliverables

**Required Attachments from the SOW 13.03:**

a) Offerors who cannot affirm their product’s current ability to meet the Mandatory Products & Services Requirements; pursuant to Section 3.1.1, are not to respond to this solicitation request. A “Yes” response to the “Meets Today (Y/N)” question means: the Offeror can demonstrate and/or assert its ability to deliver the required functionality at the time of response to this solicitation request pursuant to Section 3.1.1.

**Meets Today (Y/N):**      YES -       NO -

b) All product software documentation (e.g. installation; technical, operational, and system administration; and user guides) must be provided with the responses to this solicitation request pursuant to 3.1.1.1.

**Documentation attached:**      YES -       NO -

c) Offerors must provide an overview of: 1) Product software release schedules; 2) Procedures for product release management; 3) Types of changes that affect new product releases (e.g.

national standards, customer needs, vendor-envisioned feature enhancements); and 4) Process for prioritizing and delivering software updates to customers pursuant to 3.1.1.3.

**Documentation attached:** YES -  NO -

d) Provide the make and model of the anti-malware product the Offeror intends to implement and/or support pursuant to 3.1.1.7.

**Documentation attached:** YES -  NO -

e) Provide a description of the software development process used to enhance and maintain the product pursuant to 3.1.1.8.

**Documentation attached:** YES -  NO -

f) Offeror must supply resumes for the individual(s) to be assigned to perform project management, formal business and systems analysis, product software development/enhancement/configuration, product software maintenance and support, and product software documentation (e.g. training manuals, system administration, etc.). In addition, include a list of all key personnel and an organizational chart. No staff shall be removed from or added to the project without the agreement of the Court pursuant to 3.1.1.9.

**Documentation attached:** YES -  NO -

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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 or annual report/ financial statements from the last three (3) years (Section 2.15). Note: Vendors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Court. In addition to the criteria detailed in Section 1.12, vendor proposals that do not include sufficient information regarding their financial stability may be considered non-responsible.
- 4.1.2 Identify and provide proof of ownership of all source code for all applications delivered and required to run the statewide electronic filing system to the Court.
- 4.1.3 If you would like to provide a more detailed project schedule for the delivery of the Section 3.5.3 requirements, above and beyond what was provided within the tables available in Section 5.2, the vendor may submit the additional information in this section.
- 4.1.4 If the vendor takes exception to any requirement contained in SOW 13.03, the vendor must itemize each exception and include the following information in its proposal:
  - 1. Requirement section and requirement number
  - 2. Exception reason
  - 3. Proposed alternative(s)
  - 4. Has vendor implemented a solution based on proposed alternative(s)?
  - 5. If answer to #4 is yes, please describe where the proposed alternative solution is implemented and provide contact information.
- 4.1.5 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 company's main office?

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

4.2.3 Who in your company 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 company.

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

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

4.2.7 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 all current and/or prior customers for whom the Offeror has provided its services for a project of similar size and scope as this solicitation (Section 2.14). Offeror should provide an adequate description of the services provided for the Court to understand the nature of the services. Offerors should also provide business and technical contacts for reference checks. Add page(s) if additional space is needed.

- 
1. Client Name: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_  
 Primary Contact: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ 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: \_\_\_\_\_
  
  4. Client Name: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_  
 Primary Contact: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_
  
  5. Client Name: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_  
 Primary Contact: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_
  
  6. Client Name: \_\_\_\_\_

Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_

7. Client Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_

8. Client Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_

9. Client Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_

10. Client Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Length of Relationship with Client: \_\_\_\_\_ Services Provided: \_\_\_\_\_

**SECTION 5**

**5.1 Pricing Tables:**

**5.1.1 Option 1:** An electronic filing system consisting of: FRMDE, FAMDE, and LSMDE.

**5.1.1.1 Perpetual Software License Cost:** Includes support for multiple test, training, and production environments managed by the Court.

<b>Software License Cost:</b>	<b>Firm Fixed - Price</b>
Perpetual Enterprise Licensing*	\$

*\*The Court reserves the right to either purchase an Enterprise license or purchase licenses on a per seat basis.*

**5.1.1.2 Annual Maintenance & Support:** Includes advice and direction on operating and troubleshooting the vendor’s entire product solution (given over the telephone, in person, and/or in writing). Also includes spot training, product solution documentation improvements and software bug fixes. Product solution in this context refers to the vendor’s electronic filing system product software including the filer interface, clerk review, administrative software, reporting software, and online payment system.

Year #1	\$
Year #2	\$
Year #3	\$
Year #4	\$
Year #5	\$

**5.1.1.3 Set-Up and Configuration Cost Associated with Mandatory Requirements:**

Includes business requirements, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Set-Up and Configuration Required (Y/N)	Due Dates	# of Hours	Cost per Hour**	Total Cost
3.1.1.1 – 3.1.1.9				\$	\$
3.1.2.1 – 3.1.2.6		5/1/2015		\$	\$
3.1.3.1 – 3.1.3.9		TBD		\$	\$
<b>Totals</b>				\$	\$

*\*\*Include a detailed breakout of the hourly rate used and how it was developed.*

**5.1.1.4 Customization/Configuration Cost Associated with Additional Functionality:**

Includes gap analysis, business requirements, design specifications, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Section Title	Develop. Required (Y/N) *	# of Hours	Cost per Hour**	Total Cost
3.2.1 – 3.2.2	General Business Functionality			\$	\$
3.3.1 - 3.3.3	General Major Design Elements			\$	\$
3.4.1	General Electronic Payment Service Support			\$	\$
3.5.1 – 3.5.3	General Vendor Support & Process			\$	\$
<b>Totals</b>				\$	\$

*\*Any deliverable req.(s) that need additional development must be included in the Gap Analysis table in Section 8.*

*\*\*Include a detailed breakout of the hourly rate used and how it was developed.*

**5.1.2 Option 2:** An electronic filing system consisting of: FRMDE, FAMDE, and LSMDE.

**5.1.2.1 Software Purchase:** Includes support for multiple test, training, and production environments managed by the Court.

<b>Software Purchase:</b>	<b>Firm Fixed - Price</b>
Software Purchase Price*	\$

\*The Court reserves the right to amortize the purchase price of the software over the life of the contract.

**5.1.2.2 Annual Maintenance & Support<sup>3</sup>:** Includes advice and direction on operating and troubleshooting the vendor's entire product solution (given over the telephone, in person, and/or in writing). Also includes spot training, product solution documentation improvements and software bug fixes. Product solution in this context refers to the vendor's electronic filing system product software including the filer interface, clerk review, administrative software, reporting software, and online payment system.

Year #1	\$
Year #2	\$
Year #3	\$
Year #4	\$
Year #5	\$

**5.1.2.3 Set-Up and Configuration Cost Associated with Mandatory Requirements:** Includes business requirements, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Development Required (Y/N)	Due Dates	# of Hours	Cost per Hour**	Total Cost
3.1.1.1 – 3.1.1.9				\$	\$
3.1.2.1 – 3.1.2.6		5/01/2015		\$	\$
3.1.3.1 – 3.1.3.9		TBD		\$	\$
Totals				\$	\$

\*\*Include a detailed breakout of the hourly rate used and how it was developed.

**5.1.2.4 Customization/Configuration Cost Associated w/ Additional Functionality<sup>1</sup>:** Includes gap analysis, business requirements, design specifications, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Section Title	Develop. Required (Y/N) *	# of Hours	Cost per Hour**	Total Cost
3.2.1 – 3.2.2	General Business Functionality			\$	\$
3.3.1 - 3.3.3	General Major Design Elements			\$	\$
3.4.1	General Electronic Payment Service Support			\$	\$
3.5.1 – 3.5.3	General Vendor Support & Process			\$	\$
Totals				\$	\$

\*Any deliverable req.(s) that need additional development must be included in the Gap Analysis table in Section 8.

\*\*Include a detailed breakout of the hourly rate used and how it was developed.

<sup>3</sup> For this Option it will be at the AOC's discretion on whether or not the vendor will continue to enhance and maintain the product. During any period of time the vendor is enhancing and/or maintaining the product the AOC will pay the applicable cost for maintenance and/or configuration cost.

**5.1.3 Option 3:** An electronic filing system consisting of: FRMDE with support for a Multi-Vendor FAMDE/LSMDE model.

**5.1.3.1 Perpetual Software License Cost:** Includes support for multiple test, training, and production environments managed by the Court.

Software License Cost:	Firm Fixed - Price
Perpetual Enterprise Licensing*	\$

\*The Court reserves the right to either purchase an Enterprise license or purchase licenses on a per seat basis.

**5.1.3.2 Annual Maintenance & Support:** Includes advice and direction on operating and troubleshooting the vendor's entire product solution (given over the telephone, in person, and/or in writing). Also includes spot training, product solution documentation improvements and software bug fixes. Product solution in this context refers to the vendor's electronic filing system product software including the filer interface, clerk review, administrative software, reporting software, and online payment system.

Year #1	\$
Year #2	\$
Year #3	\$
Year #4	\$
Year #5	\$

**5.1.3.3 Set-Up and Configuration Cost Associated with Mandatory Requirements:** Includes business requirements, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Development Required (Y/N)	Due Dates	# of Hours	Cost per Hour**	Total Cost
3.1.1.1 – 3.1.1.9				\$	\$
3.1.2.1 – 3.1.2.6		6/01/2014		\$	\$
3.1.3.1 – 3.1.3.9		TBD		\$	\$
Totals				\$	\$

\*\*Include a detailed breakout of the hourly rate used and how it was developed.

**5.1.3.4 Customization/Configuration Cost Associated with Additional Functionality:** Includes gap analysis, business requirements, design specifications, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Section Title	Develop. Required (Y/N) *	# of Hours	Cost per Hour**	Total Cost
3.2.1 – 3.2.2	General Business Functionality			\$	\$
3.3.1 - 3.3.3	General Major Design Elements			\$	\$
3.4.1	General Electronic Payment Service Support			\$	\$
3.5.1 – 3.5.3	General Vendor Support & Process			\$	\$
Totals				\$	\$

\*Any deliverable req.(s) that need additional development must be included in the Gap Analysis table in Section 8.

\*\*Include a detailed breakout of the hourly rate used and how it was developed.

**5.1.4 Option 4:** An electronic filing system consisting of: FRMDE with support for a Multi-Vendor FAMDE/LSMDE model.

**5.1.4.1 Software Purchase:** Includes support for multiple test, training, and production environments managed by the Court.

Software Purchase:	Firm Fixed - Price
Software Purchase Price*	\$

\*The Court reserves the right to amortize the purchase price of the software over the life of the contract.

**5.1.4.2 Annual Maintenance & Support<sup>4</sup>:** Includes advice and direction on operating and troubleshooting the vendor's entire product solution (given over the telephone, in person, and/or in writing). Also includes spot training, product solution documentation improvements and software bug fixes. Product solution in this context refers to the vendor's electronic filing system product software including the filer interface, clerk review, administrative software, reporting software, and online payment system.

Year #1	\$
Year #2	\$
Year #3	\$
Year #4	\$
Year #5	\$

**5.1.4.3 Set-Up and Configuration Cost Associated with Mandatory Requirements:** Includes business requirements, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Development Required (Y/N)	Due Dates	# of Hours	Cost per Hour**	Total Cost
3.1.1.1 – 3.1.1.9				\$	\$
3.1.2.1 – 3.1.2.6		6/01/2014		\$	\$
3.1.3.1 – 3.1.3.9		TBD		\$	\$
Totals				\$	\$

\*\*Include a detailed breakout of the hourly rate used and how it was developed.

**5.1.4.4 Customization/Configuration Cost Associated w/ Additional Functionality<sup>2</sup>:** Includes gap analysis, business requirements, design specifications, configuration plan, testing, implementation, and subsequent product solution maintenance and support.

Deliverable Requirement	Section Title	Develop. Required (Y/N) *	# of Hours	Cost per Hour**	Total Cost
3.2.1 – 3.2.2	General Business Functionality			\$	\$
3.3.1 - 3.3.3	General Major Design Elements			\$	\$
3.4.1	General Electronic Payment Service Support			\$	\$
3.5.1 – 3.5.3	General Vendor Support & Process			\$	\$
Totals				\$	\$

\*Any deliverable req.(s) that need additional development must be included in the Gap Analysis table in Section 8.

\*\*Include a detailed breakout of the hourly rate used and how it was developed.

<sup>4</sup> For this Option it will be at the AOC's discretion on whether or not the vendor will continue to enhance and maintain the product. During any period of time the vendor is enhancing and/or maintaining the product the AOC will pay the applicable cost for maintenance and/or configuration cost.

## 5.2 Deliverable Schedule/Cost and Payments Summary:

- a) For Options 1 and 2 the system must be fully implemented to meet the Court Jurisdictions and Case Types described in Section 3.1.2 no later than **5/01/2015 for Go Live on 6/01/2015**.
- b) For Options 3 and 4, the Offeror's electronic filing solution must be implementation ready by **6/01/2014 to** allow sufficient time for the multi-vendor FAMDE/LSMDE solutions to be tested and certified no later than **5/01/2015 for Go Live on 6/01/2015**. A subsequent multi-vendor FAMDE/LSMDE certification process will be developed by the Court, in conjunction with the selected vendor, following the contract award of RFP 13-03.

**5.2.1 Business Model 1, Option 1:** An electronic filing system consisting of: FRMDE, FAMDE, and LSMDE.

Description - Milestones	Pricing Section	Deliverable Section	Amount	Date
Perpetual License Payment - Initial Software Delivery	5.1.1.1			
Project Kick-Off Meeting	5.1.1.3	3.5.3.1		
Project Plan	5.1.1.3	3.5.3.2		
Scope Plan Document	5.1.1.3	3.5.3.2.1		
Communication Plan Document	5.1.1.3	3.5.3.2.2		
Risk Management Plan Document	5.1.1.3	3.5.3.2.3		
Change Control Plan Document	5.1.1.3	3.5.3.2.4		
Software Release Plan Document	5.1.1.3	3.5.3.2.5		
Quality Assurance Plan Document	5.1.1.3	3.5.3.2.6		
Training Plan Document	5.1.1.3	3.5.3.2.7		
Marketing Plan Document	5.1.1.3	3.5.3.2.8		
Test Plan Document Delivery	5.1.1.3	3.5.3.2.9		
Implementation Plan Document Signoff	5.1.1.3	3.5.3.2.10		
Requirements	5.1.1.3	3.5.3.2.11		
Gap Analysis Sessions Delivery	5.1.1.3			
Gap Analysis Document Delivery	5.1.1.3			
Requirements Document Delivery	5.1.1.3			
Requirements Document Acceptance Signoff	5.1.1.3			
Design	5.1.1.3	3.5.3.2.12		
Design Document Delivery	5.1.1.3			
Design Acceptance Signoff	5.1.1.3			
Development/Customization	5.1.1.4	3.5.3.2.13		
Testing	5.1.1.3	3.5.3.2.14		
Release Software to Test Environment ( <b>Alpha Release</b> )	5.1.1.3			
Integration Testing Acceptance Signoff	5.1.1.3			
User Acceptance Testing Signoff ( <b>Beta Release</b> )	5.1.1.3			
Develop FAMDE/LSMDE certification documentation	5.1.1.3			
FAMDE/LSMDE certification	5.1.1.3			

Description - Milestones	Pricing Section	Deliverable Section	Amount	Date
documentation sign-off				
Training Documentation Sign-off	5.1.1.3	3.5.3.2.15		
Implementation Plan	5.1.1.3	3.5.3.2.16		
Release UAT-Approved Software to Production Environment	5.1.1.3			
Pre-Implementation Testing Signoff (General Availability Release)	5.1.1.3			
Post-Implementation Meeting	5.1.1.3	3.5.3.2.17		
First Year Annual Maintenance	5.1.1.2			
Second Year Annual Maintenance	5.1.1.2			
Third Year Annual Maintenance	5.1.1.2			
Fourth Year Annual Maintenance	5.1.1.2			
Fifth Year Annual Maintenance	5.1.1.2			

**5.2.2 Business Model 1, Option 2:** An electronic filing system consisting of: FRMDE, FAMDE, and LSMDE

Description - Milestones	Pricing Section	Deliverable Section	Amount	Date
Source Code “owned by Court” Payment <sup>5</sup>	5.1.2.1			
Project Kick-Off Meeting	5.1.2.3	3.5.3.1		
Project Plan	5.1.2.3	3.5.3.2		
Scope Plan Document	5.1.2.3	3.5.3.2.1		
Communication Plan Document	5.1.2.3	3.5.3.2.2		
Risk Management Plan Document	5.1.2.3	3.5.3.2.3		
Change Control Plan Document	5.1.2.3	3.5.3.2.4		
Software Release Plan Document	5.1.2.3	3.5.3.2.5		
Quality Assurance Plan Document	5.1.2.3	3.5.3.2.6		
Training Plan Document	5.1.2.3	3.5.3.2.7		
Marketing Plan Document	5.1.2.3	3.5.3.2.8		
Test Plan Document Delivery	5.1.2.3	3.5.3.2.9		
Implementation Plan Document Signoff	5.1.2.3	3.5.3.2.10		
Requirements	5.1.2.3	3.5.3.2.11		
Gap Analysis Sessions Delivery	5.1.2.3			
Gap Analysis Document Delivery	5.1.2.3			
Requirements Document Delivery	5.1.2.3			
Requirements Document Acceptance Signoff	5.1.2.3			
Design	5.1.2.3	3.5.3.2.12		
Design Document Delivery	5.1.2.3			
Design Acceptance Signoff	5.1.2.3			
Development/Customization	5.1.2.4	3.5.3.2.13		

<sup>5</sup> The phrase “owned by the Court” means a perpetual software license giving the Court the rights to modify and maintain the Offeror’s electronic filing solution source code for all Arizona Courts.

Description - Milestones	Pricing Section	Deliverable Section	Amount	Date
Testing	5.1.2.3	3.5.3.2.14		
Release Software to Test Environment (Alpha Release)	5.1.2.3			
Integration Testing Acceptance Signoff	5.1.2.3			
User Acceptance Testing Signoff (Beta Release)	5.1.2.3			
Develop FAMDE/LSMDE certification documentation	5.1.2.3			
FAMDE/LSMDE certification documentation sign-off	5.1.2.3			
Training Documentation Sign-off	5.1.2.3	3.5.3.2.15		
Implementation Plan	5.1.2.3	3.5.3.2.16		
Release UAT-Approved Software to Production Environment	5.1.2.3			
Pre-Implementation Testing Signoff (General Availability Release)	5.1.2.3			
Post-Implementation Meeting	5.1.2.3	3.5.3.2.17		
First Year Annual Maintenance	5.1.2.2			
Second Year Annual Maintenance	5.1.2.2			
Third Year Annual Maintenance	5.1.2.2			
Fourth Year Annual Maintenance	5.1.2.2			
Fifth Year Annual Maintenance	5.1.2.2			

**5.2.3 Business Model 2, Option 3:** An electronic filing system consisting of: FRMDE with support for a Multi-Vendor FAMDE/LSMDE model.

Description - Milestones	Section	Deliverable Section	Amount	Date
Perpetual License Payment - Initial Software Delivery	5.1.3.1			
Project Kick-Off Meeting	5.1.3.3	3.5.3.1		
Project Plan	5.1.3.3	3.5.3.2		
Scope Plan Document	5.1.3.3	3.5.3.2.1		
Communication Plan Document	5.1.3.3	3.5.3.2.2		
Risk Management Plan Document	5.1.3.3	3.5.3.2.3		
Change Control Plan Document	5.1.3.3	3.5.3.2.4		
Software Release Plan Document	5.1.3.3	3.5.3.2.5		
Quality Assurance Plan Document	5.1.3.3	3.5.3.2.6		
Training Plan Document	5.1.3.3	3.5.3.2.7		
Marketing Plan Document	5.1.3.3	3.5.3.2.8		
Test Plan Document Delivery	5.1.3.3	3.5.3.2.9		
Implementation Plan Document Signoff	5.1.3.3	3.5.3.2.10		
Requirements	5.1.3.3	3.5.3.2.11		
Gap Analysis Sessions Delivery	5.1.3.3			
Gap Analysis Document Delivery	5.1.3.3			

Description - Milestones	Section	Deliverable Section	Amount	Date
Requirements Document Delivery	5.1.3.3			
Requirements Document Acceptance Signoff	5.1.3.3			
Design	5.1.3.3	3.5.3.2.12		
Design Document Delivery	5.1.3.3			
Design Acceptance Signoff	5.1.3.3			
Development/Customization	5.1.3.4	3.5.3.2.13		
Testing	5.1.3.3	3.5.3.2.14		
Release Software to Test Environment ( <b>Alpha Release</b> )	5.1.3.3			
Integration Testing Acceptance Signoff	5.1.3.3			
User Acceptance Testing Signoff ( <b>Beta Release</b> )	5.1.3.3			
Develop FAMDE/LSMDE certification documentation	5.1.3.3			
FAMDE/LSMDE certification documentation sign-off	5.1.3.3			
Training Documentation Sign-off	5.1.3.3	3.5.3.2.15		
Implementation Plan	5.1.3.3	3.5.3.2.16		
Release UAT-Approved Software to Production Environment	5.1.3.3			
Pre-Implementation Testing Signoff ( <b>General Availability Release</b> )	5.1.3.3			
Post-Implementation Meeting	5.1.3.3	3.5.3.2.17		
First Year Annual Maintenance	5.1.3.2			
Second Year Annual Maintenance	5.1.3.2			
Third Year Annual Maintenance	5.1.3.2			
Fourth Year Annual Maintenance	5.1.3.2			
Fifth Year Annual Maintenance	5.1.3.2			

**5.2.4 Business Model 2, Option 4:** An electronic filing system consisting of: FRMDE with support for a Multi-Vendor FAMDE/LSMDE model.

Description - Milestones	Section	Deliverable Section	Amount	Date
Source Code “owned by Court” Payment <sup>6</sup>	5.1.4.1			
Project Kick-Off Meeting	5.1.4.3	3.5.3.1		
Project Plan	5.1.4.3	3.5.3.2		
Scope Plan Document	5.1.4.3	3.5.3.2.1		
Communication Plan Document	5.1.4.3	3.5.3.2.2		
Risk Management Plan Document	5.1.4.3	3.5.3.2.3		
Change Control Plan Document	5.1.4.3	3.5.3.2.4		

<sup>6</sup> The phrase “owned by the Court” means a perpetual software license giving the Court the rights to modify and maintain the Offeror’s electronic filing solution source code for all Arizona Courts.

Description - Milestones	Section	Deliverable Section	Amount	Date
Software Release Plan Document	5.1.4.3	3.5.3.2.5		
Quality Assurance Plan Document	5.1.4.3	3.5.3.2.6		
Training Plan Document	5.1.4.3	3.5.3.2.7		
Marketing Plan Document	5.1.4.3	3.5.3.2.8		
Test Plan Document Delivery	5.1.4.3	3.5.3.2.9		
Implementation Plan Document Signoff	5.1.4.3	3.5.3.2.10		
Requirements	5.1.4.3	3.5.3.2.11		
Gap Analysis Sessions Delivery	5.1.4.3			
Gap Analysis Document Delivery	5.1.4.3			
Requirements Document Delivery	5.1.4.3			
Requirements Document Acceptance Signoff	5.1.4.3			
Design	5.1.4.3	3.5.3.2.12		
Design Document Delivery	5.1.4.3			
Design Acceptance Signoff	5.1.4.3			
Development/Customization	5.1.4.4	3.5.3.2.13		
Testing	5.1.4.3	3.5.3.2.14		
Release Software to Test Environment <b>(Alpha Release)</b>	5.1.4.3			
Integration Testing Acceptance Signoff	5.1.4.3			
User Acceptance Testing Signoff <b>(Beta Release)</b>	5.1.4.3			
Develop FAMDE/LSMDE certification documentation	5.1.4.3			
FAMDE/LSMDE certification documentation sign-off	5.1.4.3			
Training Documentation Sign-off	5.1.4.3	3.5.3.2.15		
Implementation Plan	5.1.4.3	3.5.3.2.16		
Release UAT-Approved Software to Production Environment	5.1.4.3			
Pre-Implementation Testing Signoff <b>(General Availability Release)</b>	5.1.4.3			
Post-Implementation Meeting	5.1.4.2	3.5.3.2.17		
First Year Annual Maintenance	5.1.4.2			
Second Year Annual Maintenance	5.1.4.2			
Third Year Annual Maintenance	5.1.4.2			
Fourth Year Annual Maintenance	5.1.4.2			
Fifth Year Annual Maintenance	5.1.4.2			

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**SECTION 6**  
**EVALUATION CRITERIA**

In accordance with the AOC Judicial Procurement Rules, awards 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 1.12 and Section 9.1, will impact an Offeror's susceptibility for award.

Proposals will be evaluated in two phases:

- 6.1 Administrative Review: The Procurement Officer shall conduct an initial review to determine the responsiveness of each proposal to the evaluation factors of the Request for Proposal.

For a proposal to be considered responsible, responsive, and susceptible it must meet the following criteria:

- 6.1.1 A sealed original, one (1) digital copy, and seven (7) paper copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 4:00PM, Arizona Time, July 18, 2013.
- 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 Must meet the mandatory requirements stated in the SOW 13.01, Section 3.1.
- 6.1.5 Must meet the criteria set of Section 1.12, "Responsibility, Responsiveness, and Susceptibility."
- 6.1.6 The Court may waive informalities and minor irregularities on proposals received.

- 6.2 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.

Business Model 1, Options 1 and 2:

<b>Evaluation Criteria</b>	<b>Applicable Sections</b>	<b>Relative Importance</b>
<b>A.</b> Flexibility of solution - degree to which configurability can occur with little to no FRMDE/FAMDE/LSMDE vendor involvement	3.1; 3.2; 3.3; 3.4; 5.2	30%
<b>B.</b> Completeness and quality of the solution	3.1; 3.2; 3.3; 3.4; 3.5; 4; 8	20%
<b>C.</b> Cost of acquisition and implementation	5.1; 5.2	20%
<b>D.</b> Ease of use of vendor's FAMDE/LSMDE	3.2; 3.3; 3.4	15%
<b>E.</b> References / Reputation	4	15%

Business Model 2, Options 3 and 4:

<b>Evaluation Criteria</b>	<b>Applicable Sections</b>	<b>Relative Importance</b>
<b>A.</b> Flexibility of solution - degree to which configurability can occur with little to no FRMDE vendor involvement	3.1; 3.2; 3.3; 3.4; 5.2	30%
<b>B.</b> Completeness and quality of the solution	3.1; 3.2; 3.3; 3.4; 3.5; 4; 8	20%
<b>C.</b> Cost of acquisition and implementation	5.1; 5.2	20%
<b>D.</b> Ease of integration by multiple third-party FAMDE/LSMDE providers	3.2; 3.3; 3.4	15%
<b>E.</b> References / Reputation	4	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. Pricing Tables - Section 5.1 (Sections 5.1.1; 5.1.2; 5.1.3; 5.1.4)
  - a. Include in the gap analysis (Section 8) which deliverable requirement(s) need additional development pursuant to the footnotes included in the applicable tables within sections 5.1.1; 5.1.2; 5.1.3; 5.1.4.
  - b. Include an attachment that details the breakout of hourly rates for each section pursuant to the footnotes included in the applicable tables within sections 5.1.1; 5.1.2; 5.1.3; 5.1.4.
6. Deliverable Schedule/Cost and Payment Summary tables for Section 5.2
7. Answers to the questions in Section 3 and all supporting documentation.
8. Responses to Gap Analysis as prescribed in Section 8.
9. A description of exceptions (if any) to the sample contract terms provided in Section 9.1 of the RFP. Any exceptions to the sample contract terms must be noted in the Offeror response.
10. Additional Data (any additional descriptive/narrative data the Offeror wants to submit).
11. A sealed original, one (1) digital copy, and seven (7) paper copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, Phoenix, Arizona no later than 4:00PM, Arizona Time, July 18, 2013.

**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 13-03 and the Statement of Work (SOW) 13.03, 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 company 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: \_\_\_\_\_

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

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

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

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

## SECTION 8 GAP ANALYSIS

Individual responses are required for Business Models 1 and 2. As described in Introduction Section 1.1, distinguishing differences exist between Business Models 1 and 2; therefore, a separate Gap Analysis is required for each. **Example:** An Offeror responding to Business Model 2 is not required to support subscribers of third-party FAMDE providers. In this circumstance, the Offeror would indicate N/A for that specific deliverable. The Offeror should indicate N/A for all items not applicable to the Business Models to which the Offeror is responding.

### 8.1 Business Model 1:

Deliverable	Section Title (See applicable SOW section for detailed descriptions)	Supported in Current Product? (Y/N)	In Development? (Provide Release Date)	New Development Required? (Provide Release Date)
3.1.2	Mandatory Court Jurisdiction and Case Type Support			<b>Must be Ready for Implementation by 6/1/2015</b>
3.1.2.1				
3.1.2.2				
3.1.2.3				
3.1.2.4				
3.1.2.5				
3.1.2.6				
3.1.3	Additional Court Jurisdictions and Case Types			
3.1.3.1				
3.1.3.2				
3.1.3.3				
3.1.3.4				
3.1.3.5				
3.1.3.6				
3.1.3.7				
3.1.3.8				
3.1.3.9				
3.2	General Business Functionality			
3.2.2	Additional System Requirements			
3.2.1.1				
3.2.1.2				

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.2.1.3				
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3.2.1.37				
3.2.1.38				
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3.2.1.41				
3.2.1.42				

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.2.1.43				
3.2.1.44				
3.2.1.45				
3.2.1.46				
3.2.1.47				
<b>3.2.2</b>	<b>General Registration Requirements</b>			
3.2.2.1				
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>3.3</b>	<b>General Major Design Element Requirements</b>			
<b>3.3.1</b>	<b>Filing Assembly Major Design Element</b>			
3.3.1.1				
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.3.1.62				
3.3.1.63				
3.3.1.64				
3.3.1.65				
3.3.1.66				
<b>3.3.2</b>	<b>File Review Major Design Elements</b>			
3.3.2.1				
3.3.2.2				
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3.3.2.4				
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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3.3.2.73				

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.3.2.74				
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3.3.2.97				
3.3.2.98				
3.3.2.99				
<b>3.3.3</b>	<b>Legal Services Major Design Element</b>			
3.3.3.1				
3.3.3.2				
3.3.3.3				
3.3.3.4				
3.3.3.5				
3.3.3.6				
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3.3.3.12				

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.3.3.13				
3.3.3.14				
3.3.3.15				
3.3.3.16				
3.3.3.17				
3.3.3.18				
<b>3.4.1</b>	<b>General Electronic Payment Service Support Requirement</b>			
3.4.1.1				
3.4.1.2				
3.4.1.3				
3.4.1.4				
3.4.1.5				
3.4.1.6				
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3.4.1.26				
<b>3.5.1</b>	<b>General Vendor Support Requirements</b>			
3.5.1.1				
3.5.1.2				
3.5.1.3				

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.5.1.4				
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<b>3.5.2</b>	<b>General Process Management Support Requirements</b>			
3.5.2.1				
3.5.2.2				
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3.5.2.4				
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3.5.2.6				
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8.2 Business Model 2:

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
3.1.2	Mandatory Court Jurisdiction and Case Type Support			<b>Must be Ready for Implementation by 6/1/2015</b>
3.1.2.1				
3.1.2.2				
3.1.2.3				
3.1.2.4				
3.1.2.5				
3.1.2.6				
3.1.3	Additional Court Jurisdictions and Case Types			
3.1.3.1				
3.1.3.2				
3.1.3.3				
3.1.3.4				
3.1.3.5				
3.1.3.6				
3.1.3.7				
3.1.3.8				
3.1.3.9				
<b>3.2</b>	<b>General Business Functionality</b>			
3.2.2	Additional System Requirements			
3.2.1.1				
3.2.1.2				
3.2.1.3				
3.2.1.4				
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>3.2.2</b>	<b>General Registration Requirements</b>			
3.2.2.1				
3.2.2.2				
3.2.2.3				
3.2.2.4				

<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>3.3</b>	<b>General Major Design Element Requirements</b>			
<b>3.3.1</b>	<b>Filing Assembly Major Design Element</b>			
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>3.3.2</b>	<b>File Review Major Design Elements</b>			
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>3.3.3</b>	<b>Legal Services Major Design Element</b>			
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<b>3.4.1</b>	<b>General Electronic Payment Service Support Requirement</b>			
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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<b>3.5.1</b>	<b>General Vendor Support Requirements</b>			
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<b>Deliverable</b>	<b>Section Title (See applicable SOW section for detailed descriptions)</b>	<b>Supported in Current Product? (Y/N)</b>	<b>In Development? (Provide Release Date)</b>	<b>New Development Required? (Provide Release Date)</b>
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3.5.2	General Process Management Support Requirements			
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**SECTION 9.1  
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 configure and deploy a statewide court electronic filing system to provide attorneys, self-represented litigants, court staff, and other case participants the ability to efficiently and cost-effectively transmit all case information, for all case types and related documents, to all Arizona courts in a standard and supportable way.

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

- A. AOC's Request for Proposals 13-03
- B. AOC's Statement of Work 13.03
- C. 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 \_\_\_ 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, the Service Schedules, 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 MALICIOUS SOFTWARE PROTECTION AND DOCUMENT FILE TYPE ASSURANCE. CONTRACTOR will add to or incorporate within the electronic filing software a document inspection service. The document inspection service will prohibit the transmission of case file submissions that include documents containing malware (e.g. viruses) or documents failing to comply with the AOC’s document file type standards (i.e., DOC, DOCX, PDF, ODT). The document inspection service will flag offending filer-supplied documents in real-time. The document inspection service will notify filers in real-time of any offending document(s) discovered and provide instructions to filers on how to correct the problem(s). The document inspection service will be performed at the time filers attempt to attach documents to their case file submissions. CONTRACTOR’S electronic filing software will also enable the document inspection service in a similar manner for submissions received from third-party Electronic Filing Service Providers (EFSPs) to CONTRACTOR’S electronic filing software.

1.7. REGISTRATION SYSTEM. CONTRACTOR will deliver a registration system that enables individual submitters/filers/organizations to set up and manage their own registration accounts without AOC intervention, and optionally enable AOC administrators to register submitters/filers, and organizations and associate them with specific role types, e.g., prosecuting attorneys or law firms.

#### 1.8. ELECTRONIC PAYMENT PROCESSING SERVICES

- A. Electronic Payment Processing - As part of CONTRACTOR’S electronic filing software, CONTRACTOR will provide an electronic payment processing solution that includes receiving and processing of electronic payments and reporting and distributing local court fees and state fees. CONTRACTOR agrees to guarantee payment of all transactions submitted to its electronic filing software by end users and will take responsibility for resolving customer-disputed charges. Refunds initiated by AOC or a local court will be the responsibility of the AOC or the local court.
- B Electronic Payment Processing Network Support – CONTRACTOR shall integrate its PCI-complaint and CONTRACTOR-managed electronic payment processing solution with the electronic filing software. The electronic filing software shall be installed and operated at the AOC and interface with CONTRACTOR’s electronic payment processing solution via a private switched data network service acquired by and paid for by the AOC. The private switched data network service will be used in lieu of a Virtual Private Network (VPN) or similar Internet-based network service.
- C Transition Services - CONTRACTOR shall integrate its electronic filing software with an electronic payment processing solution different than the solutions provided with CONTRACTOR’s electronic filing software at AOC’s request and expense. It is understood that CONTRACTOR may charge fees with any and all services associated

with integration including requirements, customization, configuration, implementation, training, integration, support, maintenance and travel.

1.9. **ADDITIONAL SERVICES.** AOC may request that CONTRACTOR provide project management, software modification (including analysis and design), deployment, 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 filing software or other contracted deliverable, the parties shall follow the change control process described in Schedule 3.0. For all other services, including services required to implement new versions of CONTRACTOR'S electronic filing software 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.

1.10 **SERVICES FOR INDIVIDUAL COURTS.** As stated in Article 1.1, the goal of this project is to provide a statewide electronic filing 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 as part of the statewide electronic filing system implementation, any Arizona court or any political subdivision on behalf of a court may purchase software or services described in this Agreement and CONTRACTOR agrees to provide such software or services as contracted herein and as otherwise mutually agreed by the parties and approved by the AOC.

1.11 **PERFORMANCE STANDARDS.** Arizona's electronic filing system shall perform as specified in the proposal and as otherwise provided in this Agreement. Electronic payment processing service shall be available and accessible to Arizona's electronic filing system 24x7x365 with the exception of pre-scheduled maintenance outages. CONTRACTOR shall provide the AOC its maintenance outage schedule for approval. However, Section 7.16 of this contract outlines the Force Majeure parameters. It is understood that items that fall under Section 7.16 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 Section 7.16 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 Section 7.16, 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 6.0 attached to this Agreement. All costs are inclusive of travel and other incidental expenses. AOC agrees to pay CONTRACTOR the following amounts:

(A) \$\_\_\_\_\_ upon contract signing for CONTRACTOR'S electronic filing software product license [Option 1 or 3] described in Schedule 1 of this Agreement, to include all current and any future versions of the electronic filing software product, and any of its subparts and components, as described in CONTRACTOR's proposal.

Or

(A) \$\_\_\_\_\_ for the CONTRACTOR's electronic filing software product source code and associated support documentation.

(B) \$\_\_\_\_\_ for annual maintenance and support described in Schedule 5 to this Agreement.

(C) \$\_\_\_\_\_ for implementation of CONTRACTOR's electronic filing software product in Arizona, including project management, business analysis, configuration, customization, training and installation services identified in the proposal incorporated by reference herein.

(E) \$\_\_\_\_\_ for electronic payment processing as described in paragraph 1.8 above. Electronic filings not involving fees shall not incur this charge.

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 five (5) years, unless terminated earlier as set forth herein.

3.2 OPTION TO EXTEND ENHANCEMENT AND 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 for up to an additional five 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.
- F. Source Code. Upon any termination of this Contract, except as provided in Schedule 2.0, ownership of the source code shall remain with CONTRACTOR unless AOC opts to purchase it.

G. Refunds. If the Phase One implementation (defined as delivery of software for the mandatory courts and case types identified in the RFP and the SOW) is not accepted and the AOC elects to terminate this Agreement upon rejection of Phase One, CONTRACTOR shall refund all payments made by the AOC for all software license fees paid. CONTRACTOR will be entitled only to compensation for software integration and configuration work already performed.

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 filing software product 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 the 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.

### 3.7 CONTINUING RIGHTS IN PROPERTY AFTER TERMINATION.

- (1) After termination of this Agreement, AOC retains the right to acquire and maintain software to automate case filings including but not limited to use of XML schema, extensions and file names created as deliverables under this Agreement. CONTRACTOR hereby grants to AOC a nonexclusive, perpetual, nontransferable royalty-free license to use such schema, extensions and file names for its internal purposes which shall survive termination of this Agreement.
- (2) CONTRACTOR will place in escrow all software source code and all programmers' notes and other documentation required to maintain and correct errors in the software (the "source code") pursuant to an agreement with a third party escrow agent. AOC shall have the right to access and use the source code as needed for continuing its operation in the event of termination for insolvency provided under subsection 3.4(E) above, or if CONTRACTOR ceases to function as a going concern or operate in the ordinary course. CONTRACTOR shall periodically update this copy of the source code with future modifications and enhancements as new versions or significant releases occur, including all existing commentary, explanations and other documentation relating to the source code, as well as project and/or solution files used to integrate the software into the Arizona courts' technical environment. Upon the occurrence of a release event, the source code shall be released to AOC, and CONTRACTOR hereby grants AOC an nonexclusive, perpetual, nontransferable license to use, and to allow its employees and contractors to use, the source code for internal purposes, including, but not limited to, correcting errors, performing bug fixes, or performing maintenance on the software.

CONTRACTOR agrees that it shall be solely responsible for all set up costs and deposit account fees associated with the establishment and maintenance of the escrow.

#### **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. Contractor shall indemnify, defend, save and hold harmless the Arizona Supreme Court, AOC, and the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Arizona Supreme Court, the AOC, and the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the AOC.

5.3 INSURANCE. CONTRACTOR shall procure and maintain until all of its obligations have been discharged, including any warranty periods under this Agreement 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 CONTRACTOR, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The AOC in no way warrants that the minimum limits contained herein are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the work under this agreement by CONTRACTOR, its agents, representatives, employees or subcontractors, and CONTRACTOR is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The Arizona Supreme Court, the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 Agreement.

- b. Policy shall contain a waiver of subrogation endorsement in favor of the Arizona Supreme Court, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

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

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

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

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

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

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and 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 Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this Agreement; 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 Agreement 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 Agreement.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary insurance and that any insurance carried by the Department, 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 Agreement.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require (30) days written notice to the AOC. Such notice shall be sent directly to AOC and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. Neither the Court 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.

- E. 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 Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

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

All certificates required by this Agreement shall be sent directly to the AOC’s representative. The AOC’s project/contract number and project description shall be noted on the certificate of insurance. The AOC reserves the right to require complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA’S RISK MANAGEMENT DIVISION.**

- F. SUBCONTRACTORS:** CONTRACTOR’s certificate(s) shall include all subcontractors as insured 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.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Agreement shall be made in consultation with the AOC. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the CONTRACTOR or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## **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 created or conceived solely pursuant to or as a result of this Agreement and any related subcontract (collectively, the "Intellectual Property"), shall be work made for hire and the AOC shall be the owner of such Intellectual Property. The AOC shall own the entire right, title and interest to the Intellectual Property throughout the world. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Agreement ("Independent Materials") do not constitute Intellectual Property. If Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Agreement shall constitute Intellectual Property owned by the AOC. Contractor shall notify the AOC within thirty (30) days, of the creation of any 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 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 Intellectual Property in any entity other than the AOC. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the AOC without the express written authorization of 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 or acquire and maintain software to automate case filing and processing, including, but not limited to use of XML 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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**SECTION 9.2**  
**Service Schedules**

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

- 1.0 Software License [Options 1 and 3 only]
- 2.0 Software Source Code Security Agreement [Options 1 and 3 only]
- 3.0 Change Control Management
- 4.0 User Acceptance Testing
- 5.0 Maintenance and Support Services

**Schedule 1.0**  
**Software License [Options 1 and 3 only]**

1. Objective

To provide for AOC's use of CONTRACTOR's electronic filing system ("Software") throughout the State of Arizona.

2. Products Provided

License. Upon AOC's payment of \$\_\_\_\_\_ CONTRACTOR shall grant the AOC a perpetual, nonexclusive, nontransferable statewide license to use the Software , which includes \_\_\_\_\_ as modified pursuant to the terms and conditions of this Agreement. AOC shall use the Software only for business within the Arizona Judiciary and, within that context, it may be used for any such court and any number of users.

Payments made for CONTRACTOR's Software license and annual maintenance and support services entitles the AOC to future Software fixes, updates/upgrades, and new version releases at no additional cost. Upgrades to new versions of the Software will be subject to implementation (including customizations, configuration, training, etc.) costs only. Should the AOC pay CONTRACTOR for Software modifications, the modifications will be carried over into all subsequent Software fixes, releases, updates, and upgrades. The AOC Software license does not extend to entirely new modules or applications priced and sold separately from new versions of the Software product licensed under this Agreement.

Under no circumstances shall the AOC sell, license, publish, display, distribute, or otherwise transfer to a third party outside of the Arizona Judiciary the Software or any copy thereof, in whole or in part, without CONTRACTOR's prior written consent. With the exception of business and technical intellectual property designed and developed by the AOC either independently or in cooperation with CONTRACTOR, including requirements and interface specifications, CONTRACTOR owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by CONTRACTOR or any third party. The license provides AOC a perpetual right to use this Software as provided in this Agreement. The AOC, or its agents, servants, or employees shall not transfer any work product or software without CONTRACTOR's prior written permission.

Copies. AOC may make one archival copy of the Software's computer program, provided that the copy shall include CONTRACTOR's copyright and any other proprietary notices. AOC shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by AOC is the exclusive property of CONTRACTOR.

Modifications/Reverse Engineering. Only CONTRACTOR shall have the right to alter, maintain, enhance or otherwise modify the Software and AOC shall not disassemble, decompile or reverse engineer the Software source code except as authorized by CONTRACTOR in this Agreement or

otherwise.

**Confidential Information.** In addition to the confidentiality provisions listed in Article IV of this Agreement, the AOC agrees that CONTRACTOR's software contains proprietary information, including trade secrets, know-how and confidential information, which are the exclusive property of CONTRACTOR. During the period this agreement is in effect and at all times after its termination, AOC and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this agreement. Except as provided in this Agreement, AOC shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee or under the supervision of AOC without the prior written consent of CONTRACTOR. CONTRACTOR acknowledges that AOC is a governmental entity and subject to regulations governing access to public information. AOC will notify CONTRACTOR in the event a request for information may conflict with the terms of this agreement. However, AOC may release the information in accordance with the then prevailing laws governing such matters. CONTRACTOR agrees to hold AOC harmless if AOC concluded based upon legal advice that it would have been in violation of public information laws had the information been withheld.

**Bankruptcy.** Only in the event of CONTRACTOR bankruptcy will a copy of CONTRACTOR's source code be provided to the AOC, unless otherwise agreed by CONTRACTOR in writing, or if the parties agree that the AOC will purchase the source code.

## **Schedule 2.0**

### **Source Code Security [Options 1 and 3 only]**

#### 1. Objective

To secure the CONTRACTOR'S source code and supporting materials and documentation in a manner that will allow the intent of the parties regarding use of the Software in Arizona to be carried out in the event of certain future developments.

#### 2. Services

**Delivery.** Upon receipt of AOC's payment of the Software license fee, CONTRACTOR shall provide the AOC with one copy of all Software Source Code and all programmers' notes and other documentation required to maintain and correct errors in the Software (the "Source Code") with a limited license to use the Source Code as provided in this Schedule. CONTRACTOR shall periodically update this copy of the Source Code with future modifications and enhancements as new versions or significant releases occur, including all existing commentary, explanations and other documentation relating to the source code, as well as project and/or solution files used to develop the software. Upon receipt of each updated copy of the Source Code, AOC will destroy the prior copy.

Storage. CONTRACTOR agrees to store, at its cost, an auditable copy of the Source Code with an independent third party escrow agent approved by AOC.

Usage by AOC. The AOC agrees that the copy of the Source Code provided pursuant to this Agreement may only be accessed or used in the event of CONTRACTOR bankruptcy unless CONTRACTOR agrees otherwise in writing or if the parties agree that the AOC will purchase the source code for the contracted price of \$\_\_\_\_\_ minus any license fees paid.

Audit. AOC reserves the right to audit the Source Code held under this Agreement, at its cost, upon written notice to CONTRACTOR. If, as a result of such audit, it is determined that CONTRACTOR has failed to maintain the Source code as required by this Agreement, AOC shall notify CONTRACTOR in writing of such failure and CONTRACTOR shall have 30 days from receipt of such notice to correct any deficiencies and bring the Source Code into compliance with this Agreement.

Warranties and Obligations. Should AOC at any time access or use the Source Code as provided herein, all warranties and obligations of CONTRACTOR under the Software License, or Maintenance and Support Services Agreement with respect to the Software shall be terminated, void and of no further force or effect.

Intellectual Property Rights. AOC acknowledges and agrees that use of the Source Code as specified herein shall in no way affect CONTRACTOR's intellectual property, confidentiality and trade secret rights and ownership interests in the Software and the AOC shall preserve and protect the same at all times.

Continuation. This schedule shall remain in effect unless or until termination of the License Agreement or it is otherwise terminated or amended by mutual written agreement of the parties.

### **Schedule 3.0 Change Control Management**

#### 1. Objective

Change control addresses the management of the electronic filing system as developed and agreed upon by CONTRACTOR and the AOC and control of subsequent changes to the baseline. Change control includes systematic evaluation, coordination, approval or disapproval of proposed changes and implementation of properly approved/accepted changes.

#### 2. Change Control Board Structure and Process

In order to manage these changes, a Change Control Board (CCB) shall be established whose overall responsibility is to ensure that any proposed change to project configuration items (CI) are formally: a) reported/requested; b) evaluated; c) accepted (or rejected); d) implemented, and e) incorporated.

Membership of the CCB will include three (3) members of the Arizona Judiciary and two (2) CONTRACTOR representatives. The AOC shall appoint the three members representing the judiciary and designate one as the Chair. Members shall participate in CCB decisions and are responsible for providing the Chair with the information necessary to maintain control of the change process. Business and technical input may be requested from an individual representative of the local courts.

The CCB shall convene as required to review configuration issues and/or change matters. All meetings will be scheduled in advance with the consent and coordination of the CCB Chair or designated representative. All change packages requiring action by the CCB should be forwarded to the Configuration Manager (CM - CONTRACTOR Lead Analyst) at least four (4) business days prior to the next scheduled meeting. The CM shall work with the CCB Chair or designated representative to create an agenda for the meetings.

The CCB shall use HP Quality Center to document the disposition of problem reports, change requests, and authorized changes. Decisions, recommendations and comments will be recorded by the CM. The CONTRACTOR Program Manager will assign personnel to implement the change and coordinate required documentation, change magnetic media, modify/change equipment descriptions to ensure proper change processing and initiate required records, status, and entry by the CM into HP Quality Center. All CCB members shall have, at a minimum, read only access to the database and reports.

A change request may be initiated by any project team member through the completion of an HP Quality Center defect entry or completing a service request. The AOC shall conduct a process for reviewing, evaluating, and prioritizing change requests. Upon completion of the process, change requests shall be submitted to CONTRACTOR for an Engineering Change Proposal (ECP). The ECP shall include all costs associated with satisfying the change request, a technical description of the solution, a change implementation schedule, a description of the impacts to other change requests, and changes to the overall project timetable and support resources required. The AOC shall review the ECP and the initial change request(s) for final recommendation to the CCB.

#### **Schedule 4.0 User Acceptance Testing**

1. 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.**

2. 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.
3. "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.

### **Schedule 5.0 Maintenance and Support Services**

#### **1. Objective**

To provide AOC with electronic filing Software support and maintenance, including new releases\enhancements, changes required by legislation and updates to court rules and policies.

#### **2. Services Provided**

#### **DEFINITIONS**

"Software Applications" means CONTRACTOR's electronic filing Software, subparts, components, and all related applications and services

"Version" means the software code of a particular variant or original;

"Software Maintenance" means advice on operating the Software, advice on problems with the Software (given over the telephone or in writing) and includes spot training, software documentation improvements and software bug fixes;

"Software Updates" means feature additions to the "Software Versions" already purchased by AOC and any new versions installed during the term of this Agreement;

"Application" means a part of a software package containing one or more functions;

"Related Persons" means and includes any related body corporate of CONTRACTOR or any secretary, officer or employee, agent or contractor of CONTRACTOR or its related bodies corporate.

## **SOFTWARE MAINTAINED AND SUPPORTED**

CONTRACTOR shall provide to AOC software maintenance services as may be necessary to maintain the Software in good operating condition and as described herein, for the following products:

[insert itemized list of components of the products/services to be maintained and supported]

## **TERM**

The services to be provided under this schedule will commence upon the initial "Go-Live" in any court in the state. For so long as AOC purchases or is otherwise entitled to continued Maintenance and Support Services, CONTRACTOR shall provide maintenance and support for any updates/upgrade or new version release of the Product for at least 5 years. Additionally, CONTRACTOR will provide AOC with 12-months' notice before terminating support for any version of the Software except in the case of non-payment by the AOC.

## **ANNUAL MAINTENANCE AND SUPPORT COST**

AOC agrees to pay \$\_\_\_\_\_ annually for maintenance and support on the anniversary of the initial go-live date, which is anticipated to be \_\_\_\_\_:

Annual fees shall be invoiced thirty (30) days prior to the expiration of the previous period and shall be paid in advance. CONTRACTOR reserves the right to decline to provide Software Maintenance if any amounts invoiced by the CONTRACTOR have not been paid by the AOC within forty-five (45) days of submission of a valid invoice.

## **SOFTWARE MAINTENANCE**

CONTRACTOR shall provide all services, support, and facilities, as well as the necessary staff as defined in RFP 13-03 such that all support and maintenance requirements per the project schedule are successfully sustained. CONTRACTOR shall be responsible for the resolution of any issue escalated from the AOC related to software function or operation. AOC shall be responsible for maintaining a test environment, validating releases, and deploying releases to all courts.

CONTRACTOR shall provide maintenance to include advice on operating the Software, advice on problems with the Software (given over the telephone or in writing) and includes spot training, software documentation improvements, software updates and software bug fixes. If rule or legislative changes are required to comply with new state and local legislation, CONTRACTOR's software maintenance services shall include appropriate modifications to the

system configuration and user defined tables available through CONTRACTOR's electronic filing Software Administration table maintenance. Software maintenance also includes modifications to the Software necessary as the result of defects identified any time during the term of this Agreement. Modifications include "bug fixes" or any software issue associated with the disruptions of the required business process within a given court location. Modifications and enhancements to the CONTRACTOR software installed and accepted by the AOC and made generally available to CONTRACTOR's customer base shall be made available to AOC for implementation at AOC's option at no additional cost to the AOC. With each new software update release CONTRACTOR shall provide to the AOC executable software in electronic format, source code, a document outlining specific changes to the software, updated user documentation, updated system/operation documentation, installation instructions, technical assistance, scripts and training (if required).

CONTRACTOR will provide software updates, fixes, enhancements via remote installation. AOC is required to provide a VPN connection to CONTRACTOR for remote access.

### **ADDITIONAL SOFTWARE MAINTENANCE AND SUPPORT COST**

AOC agrees to pay the following amounts for maintenance and support services that are not deemed to be covered by the annual maintenance payment:

- \$ \_\_\_\_\_ per hour for after hours maintenance, defined as 5:01 PM to 7:59 AM Mountain Standard Time, Monday through Friday, and all day on weekends and holidays.
- \$ \_\_\_\_\_ per hour during business hours for uncovered services described below.
- \$ \_\_\_\_\_ per hour (blended rate) for statutory or other changes not covered by this Agreement.

### **SERVICES NOT COVERED**

(a) Assembly, set-up, installation, or configuration of hardware and software.

(b) Consultation, error correction, or research with respect to AOC-created documents and information.

(c) Inquiries from End Users or court clerks regarding usage of the Software.

(d) Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion, or war.

(e) Remediation of problems caused by use of software not covered by this Agreement or improper Computer Network operation and control by the AOC.

(f) Any maintenance that is the result of DML or DDL updates to any CONTRACTOR databases (primary or replicated) that are not executed by CONTRACTOR personnel, or have not been previously authorized in writing by CONTRACTOR personnel to be executed, is considered outside of the scope of this agreement. CONTRACTOR reserves the right to charge on a time and materials basis for maintenance that is required as a result of such updates.

(g) Changes to documents and forms that can be configured through the system by court users are not covered by this Maintenance Agreement. Any other alterations to the system as a result of state statute or rule changes that are beyond the scope of the system specified in the RFP can be provided as a change order request. CONTRACTOR will make every attempt to complete the changes as quickly as possible, but will require that a minimum of sixty (60) days be allowed for completion of statutory changes. CONTRACTOR also reserves the right to charge, at the hourly rates provided for in this contract, for changes to a state statute or rule that require CONTRACTOR to either change the specifications of the alterations to the system or revert back to a previous configuration, that are made after the specifications to comply with the state statute are agreed on by the parties

(h) Unless otherwise agreed in the applicable statement of work, CONTRACTOR does not support third party software.

(i) Any on-site maintenance required or any maintenance required to upgrade to a new version of the electronic filing Software or to add a new application is subject to service and travel (as required) and will be subject to additional costs.

(j) This Maintenance Agreement is not intended to supplement training for AOC personnel that do not attend the training sessions. Excessive maintenance for strictly AOC training or lack of knowledge of the system by the AOC is not maintenance. It is expected that AOC will utilize the "user manuals" provided by CONTRACTOR prior to contacting the Account Manager for help.

(k) Hardware maintenance on AOC equipment. If the equipment was purchased through CONTRACTOR, the Manufacturer's Warranty will be passed on to AOC. For equipment purchased through CONTRACTOR, AOC will notify CONTRACTOR of the equipment problem and CONTRACTOR will arrange for the OEM to provide the warranty service. By passing on the equipment warranty and coordinating warranty service, CONTRACTOR assumes no responsibility for identifying, troubleshooting, or resolving hardware-related problems. Should this level of maintenance be needed it will be covered by a separate Hardware Maintenance Agreement.

#### **AOC ACCESS TO CONTRACTOR'S TECHNICAL SUPPORT**

AOC will have access to CONTRACTOR's technical support personnel during normal business hours. Public holidays are recognized and considered to be non-business days. For the purposes of this Schedule, normal business hours shall be defined as 8:00 am to 5:00 pm Mountain Standard Time, Monday through Friday (excluding holidays and weekends). Communications

with Technical Support may be via telephone, facsimile, or e-mail. Service coverage required outside of these hours is defined as emergency maintenance and may be arranged with CONTRACTOR.

### ***Level 1 Support Issue***

A Level 1 Support Issue is defined as the initial stage of problems associated with the routine use and operation of the electronic filing Software or electronic payment processing applications and services. The AOC Support Center will provide the customer-facing presence for Arizona's Level 1 support. The AOC Support Center contact information (local and toll-free telephone numbers, email address) will be made available to the public and court personnel. The AOC Support Center will be responsible for performing the following duties:

1. Open and log customer and court-reported issues via the AOC's Remedy Help Desk system;
2. Identify the severity of the customer and court-reported issues;
  - a. Severity Level One (Non-Serious): The electronic filing or electronic payment processing Software did not incur an error. The AOC is able to maintain normal business operations; however, the AOC needs to make inquiries about existing documentation, training, or standard use of the software.
    - i. Expected CONTRACTOR Resolution Once Escalated by the AOC Support Center: Acknowledge error or issue within two (2) business days and identify the cause of the error or issue and, once the necessary access has been granted, provide a mutually agreed upon resolution to the problem.
    - ii. Expected Resolution: Address within a mutually agreed upon and scheduled software release cycle.
  - b. Severity Level Two (Serious): The electronic filing or electronic payment processing Software suffers a low impact error or issue, which impairs the use of their associated features, but the error or issue can be reasonably circumvented.
    - i. Expected CONTRACTOR Resolution Once Escalated by the AOC Support Center: Acknowledge error or issue within eight (8) business hours and identify the cause of the error or issue and, once the necessary access has been granted, provide a mutually agreed upon resolution to the problem.
    - ii. Expected Resolution: Address in next scheduled software release cycle.
  - c. Severity Level Three (Critical): The electronic filing or electronic payment processing Software suffers an error or issue, which cannot be reasonably circumvented and which substantially impairs the use of one or more of their functions or features required by the AOC to perform necessary business functions. The error or issue does not effectively render the software unusable as a whole.
    - i. Expected CONTRACTOR Resolution Once Escalated by the AOC Support Center: Acknowledge error or issue within two (2) business hours and, if AOC is using the software in production, work continually, once the necessary access has been granted, within normal business hours or as required by AOC to identify the cause of the error or issue and provide an applicable fix or workaround as required.

- ii. Expected Resolution: Apply work around. Develop, test, and apply fix or service patch. Incorporate permanent fix or service patch in next scheduled software release cycle.
  - d. Severity Level Four (Service Outage): The software suffers an error or issue in a production down situation. The error or issue cannot be reasonably circumvented and substantially impairs the software's performance. The error or issue effectively renders the software unusable and negatively impacts the AOC's ability to conduct business.
    - i. Expected CONTRACTOR Resolution Once Escalated by the AOC Support Center: Acknowledge error or issue within one (1) hour and work continuously, once the necessary access has been granted, to identify the cause of the error or issue and provide an applicable fix or reasonable workaround.
    - ii. Expected Resolution: Apply work around until software is usable. Develop, test, and apply fix or service patch. Incorporate permanent fix or service patch in next scheduled software release cycle.
- 3. Attempt to resolve customer and court issues directly;
- 4. Apply temporary work around, when and if possible;
- 5. Escalate customer and court issues that cannot be resolved at Level 1 to the appropriate Level 2 support organization;
  - a. Technical issues will be directed to:
    - i. AOC Information Technology Division (ITD) if issues are associated with internal systems (e.g. servers, databases, applications, networks, message transports, etc.)
    - ii. Local Courts if issues are associated with their respective internal systems (e.g. servers, databases, applications, networks, message transports, etc.)
    - iii. CONTRACTOR if issues are associated with electronic filing or electronic payment processing (see "Level 2 Support Issue" below)
  - b. Business issues will be directed to:
    - i. AOC Court Services Division if issues are associated with general state laws, court procedures, policies, and rules, case flows, etc.
    - ii. Local Courts if issues are associated with their respective procedures, policies, and rules, case flows, etc.
- 6. Track customer and court-reported issues to their completion; and
- 7. Close resolved customer and court-reported issues.

## **AOC'S RESPONSIBILITIES**

(a) AOC's designated Representatives shall initiate all requests for Maintenance and Support. The Representative must be trained, qualified and authorized to communicate all necessary information, perform diagnostic testing under the direction of the CONTRACTOR service representative and be present at the location during the performance of any Maintenance and Support if required. AOC hereby designates the following individuals as CONTRACTOR's contacts for communicating with CONTRACTOR concerning Maintenance and Support or making any other request or providing any notice. AOC may change these representatives upon notice to CONTRACTOR:

- Jim Price, Electronic Filing Project Manager
- Richard Blair, IT Operations Manager
- Lou Ponesse, AOC Support Center Manager
- TBD, Architecture and Integration Manager

(b) With respect to Software installed at the AOC's site, CONTRACTOR will provide all updates, patches, and workarounds to all versions of the Software covered under this Schedule once made available. AOC agrees to install such items promptly.

(c) AOC shall provide secure access to CONTRACTOR-authorized staff to the necessary Software environments in order for CONTRACTOR staff to carry out their duties and obligations under this agreement. CONTRACTOR staff accessing these environments may be subject to a criminal background check.

(d) AOC agrees to provide a system environment upon which the vendor's software will operate.

(e) AOC shall provide support to end users through its support center.

### **3. Penalties**

As provided in the parties' Agreement at Section 1.11. PERFORMANCE STANDARDS, CONTRACTOR agrees to accept a pro-rata reduction in the following year's annual maintenance fee of \$1,000.00 per day for each day in which the system is down for four or more hours. Contractor fully understands, acknowledges and agrees to such per day fee.