



# ARIZONA SUPREME COURT

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

Request for Proposal (RFP) 15-01

Electronic Document Management Systems  
and Related Services

March 5, 2015

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## SECTION 1: INTRODUCTION AND OVERVIEW

### ***1.1 Introduction***

The Arizona Supreme Court, Administrative Office of the Courts (hereinafter referred to as the AOC) is requesting proposals from qualified bidders for Electronic Document Management Systems (EDMS) and related services.

Offerors who wish to submit a written sealed proposal based upon the specifications and conditions in this document shall submit it by 4:00PM, **Arizona Time (MST), March 31, 2015**, in accordance with the schedule found in Section 1.4.

The public opening will be conducted on **March 31, 2015** at 4:00PM, Arizona Time (MST), at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona

### ***1.2 Procurement Provisions***

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

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

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

**Late proposals shall not be considered.**

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

### ***1.3 Proposers’ Conference***

No proposers’ conference will be held.

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

<b><u>Activity</u></b>	<b><u>Date</u></b>
a. Request for Proposals (RFP) Published	March 5, 2015
b. Deadline to Submit Written Questions	March 20, 2015
c. Response to Written Questions/RFP Amendments	March 24, 2015
d. Proposal Due Date	March 31, 2015

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

**Proposals received after 4:00pm, Arizona Time (MST), March 31, 2015, 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. Notwithstanding any other provision of this solicitation, the Court may reject any or all proposals and/or cancel this procurement and re-solicit, if such action is in the Court's best interest. The Court may waive informalities and minor irregularities on proposals received.

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

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

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

The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing Offeror located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

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

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

### ***1.6 Proposal Evaluation***

Proposals will be evaluated based upon the criteria outlined in Section 6, Evaluation Criteria. 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 procurement officer will facilitate the committee and assist the committee in discussions and assist the committee in reaching consensus. Each committee member will first individually evaluate the Offerors' proposals taking into consideration all evaluation factors including any oral presentation(s). All committee members will then be convened to participate in a consensus evaluation meeting(s), led by the procurement officer. Through the consensus evaluation meeting(s), the committee will establish a consensus score for each evaluation criterion, which will be incorporated into a Consensus Ranking document. The Consensus Ranking document represents the raw score for each evaluation criterion for each offer. Once the Consensus Ranking document is completed, it will be submitted to the procurement officer for inclusion in the overall scoring methodology.

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

### ***1.10 Contract Award***

As set forth in this RFP, the contract shall be entered into with the Offeror whose proposal is determined in writing to be the most advantageous to the Court taking into consideration the evaluation factors set forth in this RFP. A sample contract is included in Section 8. Any exceptions to the sample contract terms and conditions must be noted in the proposal pursuant to Section 7.1. Exceptions to the terms and conditions may impact an Offeror's susceptibility for award. On the date the contract is awarded, all proposals including the procurement file shall be open for public inspection. **Offerors must designate in their submissions any trade secrets or proprietary information contained in their proposals and, where the Court concurs, that content shall be redacted prior to making it available for public inspection.** It is the intent of the Court to enter into an initial 2-year contract period and, at the Court's sole discretion, the contract may be renewed one or more times 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 Procurement Code of the Judicial Branch, the AOC shall consider the following in determining Offeror's responsibility as well as the proposals' responsiveness and susceptibility for contract award.

- 1.12.1 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. Note: Legally qualified includes if the Offeror or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;
- 1.12.4 Whether the proposal was sufficient to permit evaluation by the Court, in accordance with the evaluation criteria identified in this solicitation or other necessary offer components. Necessary offer components include: attachments, documents, or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Statement of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources and stability including subcontractors and any other data specifically requested in the Solicitation;
- 1.12.5 Whether the proposal was in conformance with the specifications contained in the Statement of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 1.12.6 Whether the proposal limits the rights of the Arizona Supreme Court, Administrative Office of the Courts and/or whether proposals contain any exclusions, exceptions, conditions and/or limitations;
- 1.12.7 Whether the proposal includes or is subject to unreasonable conditions, to include conditions upon the Court necessary for successful contract performance. The Court shall be the sole determiner as to the reasonableness of a condition;

- 1.12.8 Whether the proposal materially changes the contents set forth in the Solicitation, which includes the Statement of Work, Terms and Conditions, or Instructions;
- 1.12.9 Whether the Offeror provides misleading or inaccurate information.

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

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

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

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

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

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## **SECTION 2: INSTRUCTIONS**

### ***2.1 Necessary Documents***

Offerors who wish to submit proposals for RFP 15-01 shall complete all necessary documentation as identified in Section 7.1 of this Request for Proposals.

### ***2.2 Specifications***

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

### ***2.3 Procurement Rules***

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

### ***2.4 Subcontractors***

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

### ***2.5 Vendor Certification***

By submission of a proposal, the Offeror certifies that:

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

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

- 2.6.1 Offerors are expected to examine the specifications, standard provisions, instructions, and specifications. Offerors are expected to examine all rules, documents, forms, and seek clarification in writing (inquiries) and examine its proposal for accuracy before submitting the proposal: These materials can be

made available in alternative formats upon request. Failure to do so will be at the Offeror's risk.

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

## ***2.7 Definitions***

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

## ***2.8 Explanation to Offerors***

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All written questions must be submitted by March 20, 2015, 5:00PM, Arizona Time (MST) to:

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

The questions and responses will be posted to the Arizona Judicial Branch website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at:

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

## ***2.9 Submission of Proposal***

- 2.9.1 Sealed proposals are due **on or before 4:00PM, Arizona Time (MST), March 31, 2015, to Melba Davidson, Procurement Officer, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231.** Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.

- 2.9.2 **Proposals must be submitted in a sealed envelope with the RFP number and the Offeror's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- 2.9.3 The Offeror must submit one (1) original, one (1) paper copy and one (1) digital copy of each proposal.
- 2.9.4 Offerors submitting a proposal shall indicate the Offeror's name and the RFP number on each page of the document.
- 2.9.5 Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.
- 2.9.6. All responses and accompanying documentation will become the property of the Court at the time the proposals are opened.
- 2.9.7 The Offeror's response including any attachments and final offers, constitute a contractual obligation for the Contractor to deliver a service to the Court that meets the specifications in the manner as designated by the Contractor in the solicitation response.

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

### ***2.10 Public Opening***

A public opening of proposals shall be held at 4:00PM, Arizona Time (MST), March 31, 2015 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each Offeror shall be publicly recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the Offeror designates, and the Court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

### ***2.11 Oral Presentations***

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

### ***2.12 Current Product***

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

### ***2.13 Brand Name Only***

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are significant to the performance of the work being requested and not intended to limit competition in any way.

### ***2.14 References***

Offerors shall provide at minimum three (3) references, preferably from customers of similar size and complexity using the solution or product set being proposed. Reference information should include the following data: 1) client name and address, 2) primary contact, telephone number, and email address, and 3) length of relationship with client. The Court shall have the option to contact these customers at its discretion.

### ***2.15 Financial Stability***

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

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## SECTION 3: SPECIFICATIONS

### *3.1 Technical Background*

#### **3.1.1 INTRODUCTION**

Arizona's Judiciary has long been following industry's lead to "digitize everything," placing a focus on information systems that make it easier for staff to get their jobs done and done efficiently. Storage space available for paper is dwindling and off-site facilities costs are increasing rapidly.

It's a second-generation case management system that forms the foundation of the courts' "Digitize Everything" approach, on which are layered imaging, backup/data recovery, court-to-court case transfer, electronic access to records, electronic case filing, a central case index, a central repository of electronic documents, electronic notifications, electronic archiving, and judge/bench automation activities. The Judiciary has been implementing component technologies such as imaging and electronic filing to address document management requirements. Electronic filing also supports the court's migration to more streamlined processes and workflow management, which imaging was originally begun to support.

State law requires the storage of superior court records at the county seat. The EDMS strategy has mostly involved individual court implementations using a standard application, OnBase, for superior courts. In 2003, the AOC issued an RFP that resulted in a statewide contract for various required services related to an electronic document management system installation, including design, procurement, implementation, training, support and maintenance. A 2010 follow-on contract that focused more on support than local system implementations has now reached the limits of its original term and extensions.

Electronic case filing requires EDMS "file rooms" to store and retrieve the digital documents courts receive. Statewide e-filing has been given top priority and its scope encompasses all courts and all case types. In addition, recent changes to Supreme Court Rule 123, the policy governing public access to Arizona courts' records, make access to electronic court records increasingly available to court users, the general public, and even commercial users.

The goal of making digital documents the norm rather than the exception at courts is now well within reach. All superior court clerks have now implemented EDMS (14 of 15 are OnBase) and several of the largest volume limited jurisdiction courts have followed suit. To address the EDMS support gap at remaining courts, the AOC has constructed a disconnected scanning approach that enables limited jurisdiction courts to connect to a central, shared EDMS rather than each purchasing and maintaining independent local systems. A central document repository at the AOC now holds replicated documents for the courts, providing both business continuity and, eventually, public access through a single "front door." Finally, work is underway on a uniform, statewide electronic archiving strategy for records that were only ever digital ("born digital").

State Library Archives and Public Records (SLAPR) is the eventual owner of the records under the retention schedules and a partner in crafting the statewide solution that takes into account the end-state of electronic court records.

Through the next contract, the AOC will continue to assist all courts throughout the state to implement, maintain, and integrate all facets of electronic document management, compatible with adopted standards. The AOC is again crafting a purchasing vehicle that will allow the courts to contract directly with the vendor(s). As such, AOC cannot guarantee the number of courts that will contract with any vendor or amount of business the courts will do over the life of the contract.

*Bidders are required to make all EDMS hardware, software, and services available to all courts in the Arizona Judiciary at the same cost and hourly rate, regardless of the size and location of the court. A declared "trip charge" may be added to the costs for those courts that are outside the 60-mile radius of the Phoenix or Tucson metropolitan areas.*

### **General Structure / Geography of Courts**

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

Arizona classifies courts into three types shown on the Judicial Organization Chart (<http://www.supreme.state.az.us/ar2008/orgcharholder.htm>), including appellate courts, general jurisdiction courts and limited jurisdiction courts. All total, Arizona courts had 2,118,498 case filings between July 1, 2012 and June 30, 2013. On average, 8,473 cases were filed in Arizona courts every working day and 1,059 cases were filed every working hour. A case filing can have from one to hundreds of associated documents – the vast majority of cases have more than one associated document but relatively few cases have hundreds of associated documents.

The appellate courts are comprised of: The Supreme Court, Court of Appeals, Division One in Phoenix, and Court of Appeals, Division Two in Tucson. The superior court, a court of record, is located in each of the state's 15 counties. These courts are located in the county seat but may have one or more satellite offices in other population centers in the county. Juvenile and adult probation departments are divisions of the Superior Court. The limited jurisdiction courts, or courts of non-record, consists of justice of the peace (JP) courts and municipal courts. JP courts

deal primarily with civil and criminal matters while municipal courts deal primarily with criminal matters and city ordinance violations.

### **General Role of EDMS in Courts**

The Arizona courts are custodians of the case records they maintain and are responsible for observing proper records management practices and maintaining important state court records. The Arizona Supreme Court sets records retention and destruction schedules (ACJA §§ 3-402 and 4-302). Most Superior Court case documents are retained permanently, while various lesser time frames are established for limited jurisdiction case records and appellate case records.

### **Relationship of CMS, EDMS, and Other Court Programs**

All Arizona courts have automated case and cash management systems. Of the 15 superior courts, all but the Superior Courts in Maricopa and Pima Counties use the second-generation statewide system, AJACS. The majority of the 162 limited jurisdiction (LJ) courts still use the first-generation system, AZTEC, however, the majority of the LJ court case volume resides in courts that have separate and unique case management systems having no commonality to AZTEC or to each other. Some of these non-AZTEC courts also already have standalone EDMS and integration to their own CMS. The AJACS system is replacing AZTEC statewide. A three-to-four-year rollout to the LJ courts is anticipated beginning in 2015. The vendor should anticipate a multi-CMS environment through the entire term of the contract.

Tight integration between the case management system and the electronic document management system is vital to the productivity of the courts. The second-generation CMS provides case-related workflow while the EDMS acts as the file room for court documents. Court clerks are accustomed to retrieving court documents through their related case events within the CMS rather than requiring a separate login to OnBase. Their document traffic remains, through the use of switches, on their local network even though their case management data resides at the AOC. An OnBase API facilitates the transmission of finalized documents and related metadata from the AJACS CMS.

Other court automated processes reach into the EDMS, an example is the AOC's court-to-court record transfer program used by the courts of appeals and superior courts around the state. All current integrations must be maintained as courts continue to identify even newer value-added integrations among their local systems.

**Under no circumstances will any installation, maintenance, or integration activities, including organization, parameters, and settings, preclude continuation of court goals and functions described above.**

### 3.1.2 BRIEF HISTORY

#### Previous Statewide RFPs

Following the consensus decision to standardize on the products selected by the Clerk of the Superior Court in Maricopa County in 2001, many Superior Court Clerks of Court began planning to implement standalone, local, electronic document management systems. Since 13 of the Superior Courts were using the AOC's AZTEC system at the time and multiple interfaces to multiple, disparate EDMS systems would have severely complicated long-term support, maintenance, and enhancement efforts, COT promoted leveraging of a single product statewide, OnBase, to effect some degree of standardization. In April 2003, the AOC released an RFP for Statewide OnBase Hardware and Software Integration Services, in support of a decentralized approach. Clerks maintain their own document management hardware, software, and integration to local systems via statements of work written from the master statewide contract that ensured consistent pricing throughout the state.

Even though the product and vendor, for the most part, remained consistent, implementations were not consistent, as proven by the AOC's attempt to integrate OnBase with AZTEC's replacement in superior courts, the new AJACS case management system. Systems have proven to be sufficiently different from one another to preclude the same integration script from applying in more than a single court.

Recent e-filing and increasing public access to electronic documents initiatives have turned attention to the increased speed associated with a more centralized approach that connects individual standalone systems to a central document repository creating a larger, hybrid environment. The cost of equipping more than 130 LJ courts with EDMS during challenging economic times demanded economy of scale, a main thrust of the previous RFP. A review of business continuity requirements as courts depend increasingly on paperless e-records led to a revisiting of the court-by-court approach that formed the initial foundation of the courts' EDMS services contracts. Any bidder must demonstrate understanding of and the ability to add value to this evolving model.

Within this model existing, standalone systems must continue to be maintained and upgraded in an economical fashion. Centralized systems constructed under the previous contract also require support, including:

- A central document repository employing the document transfer module (DTM) from Hyland to synchronize with individual standalone systems and
- A central LJ court EDMS operating with local scanning hardware but a central processing server communicated with via the OnBase disconnected scanning module.

In addition, other systems having OnBase as their foundation are now coming into existence:

- A public access / constituent access module that handles massive numbers of requests to view case documents, coupled with

- An electronic commerce module to sell access to certain court documents to qualified buyers according to court rules.

An online implementation of OnBase exists at one high volume court and two other high volume courts continue use of a locally developed imaging system containing documents that need to be made available via the new centralized systems.

### **3.1.3 CURRENT ENVIRONMENT DESCRIPTION**

#### **3.1.3.1 Communications Infrastructure**

Over time, the network has become as important as the computer as users have grown to expect ubiquitous access to computing and information resources. The Judiciary provides e-mail, instant messaging, and Internet connectivity to all courts on the Arizona Judicial Information Network (AJIN) and to the justice community at large through the Internet. Bandwidth and security are constant concerns for the AOC as network traffic increases over time and more court data becomes available through the network. Arizona's courts and justice partners are increasingly interconnected to the point where some clerks provide OnBase login IDs to non-court entities. AJIN has been established as the means by which court data can be exchanged within and between counties and State-level agencies. Very few courts in the state are not AJIN connected. During the 2013 fiscal year, uptime during normal operating hours was above 99 percent. As statewide strategic applications have been deployed, the capacity needs placed upon AJIN have risen considerably. Newer applications and devices connected on the network demand more intelligence, requiring upgrades of the established networking infrastructure. Thus, additional investment and planning must continue to keep AJIN functioning as the Judicial Branch's enterprise network.

Individual counties and cities operate their own LANs and WANs. Standalone OnBase systems reside on these networks while the centralized OnBase systems reside on AJIN. Trust relationships between the AOC and the individual counties have been established to allow specific traffic from one network to traverse the other. Every extended connection to AJIN is protected by a firewall and monitoring probes. These devices prevent attacks from the Internet and outside agencies, and also protect courts' internal IP addresses from the outside sites visited by AJIN users. *Vendors are required to coordinate with both AOC and local court/county/city technology support departments to support OnBase implementations, upgrades, integration, and enhancements.*

The AOC standard for remote access is Virtual Private Networking (VPN). This technology enables telecommuters secure access to e-mail and applications via the Internet. Many AOC staff and court personnel also now use a highly secure extranet client to access AJIN. Vendors are granted VPN accounts to perform specific work, must complete a user request form, and must abide by the AOC's requirements for external access to internal resources and data.

### **3.1.3.2 General Jurisdiction Courts**

All clerks of superior court have electronic document management capabilities today. Fourteen use OnBase, while the fifteenth operates a locally developed system as part of a locally developed case management system. Thirteen of the clerks using OnBase have their local, standalone EDMS integrated with the statewide case management system provided by the AOC. Integration is accomplished using Unity Integration Toolkit following loss of support for Web Services Toolkit. Some of the thirteen clerks chose to retain Web Services Toolkit to power their integration to local rather than statewide applications. The other clerk using OnBase also has integration but to the iCIS CMS developed and used by Superior Court in Maricopa County. This integration is locally supported.

The thirteen clerks are underway with synchronizing the case-related electronic documents on their standalone systems with the central document repository (CDR) operated by the AOC. Due to volume, technical complexity and lack of need, the other two clerks of court (Maricopa and Pima) are sending only metadata to the CDR and are not replicating their documents.

All clerks using OnBase have historically purchased their own maintenance, services, and additional functionality off of the statewide contract, but increasing economic pressures have led them to request payment of various local costs by the AOC. For the thirteen clerks, AOC has previously agreed to pay for ongoing maintenance for OnBase products on standalone systems specifically required for integration with statewide facilities like the CMS and CDR. AOC desires that bidders propose a single-payer cost model that aggregates annual system maintenance and annual upgrade-related professional services costs for the 13 general jurisdiction courts that rely on OnBase (not Maricopa or Pima) as a minimum and potentially all courts having standalone systems.

Some clerks are customers of countywide OnBase systems, complicating the integration and upgrade process, but increasing local integration opportunities.

### **3.1.3.3 Central Document Repository**

As mentioned above, AOC has constructed a central OnBase system to replicate case-related documents from freestanding OnBase systems around the state as well as those from the centralized LJ EDMS described below. In conjunction with the Document Transfer Module, a scheduled document replication process will occur daily. Document metadata is updated in real-time, however. The system respects security restrictions placed on documents by clerks. The vendor must be able to support the document transfer module from both ends: the court and AOC. The successful bidder must demonstrate experience with DTM implementation and support.

### **3.1.3.4 Limited Jurisdiction Courts having Local Infrastructure**

Several limited jurisdiction courts have already implemented standalone OnBase systems. In most cases, these LJ courts are being treated like the superior court clerks and required to have their documents replicated to the central document repository. Their ongoing maintenance,

services, and additional functionality will be purchased off of the statewide contract and should be included in the expanded single-payer model mentioned above.

### **3.1.3.5 Maricopa Justice Courts**

The Maricopa Justice Courts, the state's highest volume justice courts, selected an OnBase Online (OBOL) solution. They have purchased licenses for the system with the intent to eventually undergo a lift from OBOL to their own, local hardware infrastructure. The successful bidder must demonstrate experience with both support of OBOL and transferring documents from OBOL to a local system.

### **3.1.3.6 Central JL EDMS / Disconnected Scanning**

The cost of standalone OnBase implementations in the more than 130 limited jurisdiction (LJ) courts that lack EDMS is prohibitive so the AOC constructed a central EDMS for use specifically by LJ courts. AOC has purchased the OnBase multi-user license, application server, webserver, DDS, enhancements and ongoing maintenance using the existing statewide contract. Additional enhancements, OnBase software licenses, and appropriate scanning hardware items may be purchased from the new statewide contract to address future needs.

Scanning has traditionally been accomplished using a bar code leadsheet printed from the CMS docket screen with the scanner attached to a court computer. Scanned documents have been transferred to the AOC via AJIN during off hours for separation of the documents in the batch and interpretation of the barcoded metadata. Court clerks then viewed their queue in OnBase the next business day and committed each document following a quality assurance check of the scan quality and metadata. The document then becomes available to users of the CMS via invoking a locally resident application (currently WOB.EXE) that opens the OnBase Desktop, passes retrieval parameters from AZTEC and displays the target document within a new window.

That method is changing with the implementation of the AJACS CMS and Unity Integration Toolkit. Bar code recognition software will run locally at the time of scan, so clerks perform their QA process and indexing immediately at the Awaiting Index queue. That will send the batches to the Fully Indexed queue from which upload during off-hours occurs. If clerks do not perform their QA steps, batches will not reach the Fully Indexed queue and subsequently be uploaded.

The vendor must demonstrate experience with the implementation and support of disconnected scanning on a wide geographic scale but also be available to assist with the transition to more direct scanning. AJACS courts will scan documents before finalizing the metadata in the CMS then send both to OnBase via Unity in near-real time.

### **3.1.3.7 Courts having non-standard CMSs and / or EDMSs**

The following courts each employ both locally developed case management systems and a standalone OnBase system (CMS in parentheses) or EDMS (EDMS in parentheses),

- The Clerk of the Superior Court in Maricopa County (iCIS) (Largest single court implementation in the state)

- Maricopa County Consolidated Justice Courts (iCIS for Justice Courts)
- Phoenix Municipal Court (CMS)
- Scottsdale Municipal Court (OpenText)
- Mesa Municipal Court (FileNet with ACIST CMS soon to be Tempe CMS)
- Tempe Municipal Court (SIRE with THEMIS, the Tempe CMS)

## **3.2 STATEMENT OF WORK**

### **3.2.1 SUMMARY DESCRIPTION / OVERALL INTENT**

The AOC, on behalf of Arizona's courts and their related local government agencies (i.e., cities and counties) seeks vendors that have demonstrated experience implementing, supporting, and maintaining the various OnBase environments described in Section 3.1.3 in a structured, capable, and cost-effective manner. In this context, implementing, supporting, and maintaining includes all services required to either provide or continue providing complete and functioning automated systems using the products on which the judiciary has standardized. This may encompass supplying licensed technology, implementation planning, detailed design, crafting interfaces, hardware/software acquisition and installation, system integration, and accomplishing necessary software and system modifications for customers.

Most importantly, a tightly linked strategy is being sought between the selected vendor and the AOC to ensure accomplishment of the goals of the RFP. The nature of decentralization and disparate system integration requires both detailed understanding of system complexities and a willingness to function as a partner in supporting court customers. In many cases, the vendor finds itself acting as the intermediary among its local court customer, the AOC, and potentially even other vendors having integrated products present in the court. Simply passing customer issues to one of the other support bodies will not be acceptable; the vendor must take ownership on behalf of the customer experiencing the issue. Furthermore, the vendor shall actively inform AOC of all planned work under the contract to ensure the AOC Customer Support Center is able to provide effective first-call customer support and routing of any related problem tickets. While AOC acts as the prime contract holder and therefore the prime customer, its interest remains the same as the vendor's: providing excellent and highly responsive support to Arizona's courts regardless of EDMS support model.

Courts throughout the state and the AOC depend on the expertise of the vendor for resolving technical issues and in designing OnBase technical solutions that address business problems. Some may continue to rely on the vendor for support of any remaining Kofax imaging products, as well. Vendor staff must therefore be CDIA and OnBase certified for all work being proposed, including any API and workflow-related work. Because of the environment in which OnBase operates and its interaction with other local productivity tools, vendor personnel should have applicable Microsoft certifications.

Arizona courts also rely on the vendor to represent their special technical and business needs to Hyland Software and to relay information from Hyland Software that potentially affects them. The vendor must therefore be and remain a value-added reseller (VAR) in the highest standing with Hyland Software throughout the entire term of any contract resulting from this RFP.

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

- A.R.S § 44-7001ff ([Arizona electronic transactions act](#));
- A.R.S. § 44-7501 ([Notification of breach of security system](#));
- A. R. S. §§ 12-1518 ([Use of arbitration](#));
- A.R.S. § 12-133 ([Arbitration of claims](#));
- A.R.S. §§ [12-282](#) and [283](#) (Superior court clerk responsibilities);
- Supreme Court Rules [29](#), [94](#) and [123](#);
- Arizona Code of Judicial Administration §§ 1-501, [1-504](#), [1-505](#), [1-506](#), [1-507](#); [3-402](#), and [4-302](#);
- Supreme Court Administrative Orders [2008-68](#), [2008-89](#), [2009-01](#), and [2009-43](#); as well as
- Local court rules related to electronic records and electronic filing, etc.

In addition, all vendor solutions must comply with the [Judicial Branch Enterprise Architecture Standards Table](#), or be granted written exception.

All political subdivisions in the state shall be allowed to purchase from the statewide contract and receive identical pricing regardless of their location within the state. The contract is considered a “zero commitment” agreement -- each entity, including the AOC, shall negotiate its own specific statement of work under the contract. Pricing for labor, licensed software, and materials provided shall not exceed the discounted listings or package prices provided in the statewide contract. If the AOC exercises an option for a single payer model, individual system owners shall not be charged for any items already covered by the single payer solution. The vendor shall be responsible for appropriately addressing the corresponding details with Hyland Software, Inc.

The vendor shall support all AOC contract management efforts and participate in all vendor performance measures, providing necessary data to AOC regardless of the terms of individual scopes of work with individual courts or political subdivisions. To promote close coordination and communication, AOC shall countersign all statements of work enacted under the contract. In addition, regular contract management and coordination meetings will be held between the vendor and the AOC contract manager.

### **3.2.2 DETAILED STATEMENT OF WORK**

The overall intent of this solicitation is to obtain firm fixed pricing for packages of services in the areas described below. A formal price sheet has been included as Appendix A delineating the various packages to be priced. It shall be completed and returned for consideration as part of the vendor’s proposal.

While hardware and software components may be priced on a per-item basis delineated in the scope of the package or a la carte price list, note that professional services for each package shall be priced on a not-to-exceed basis. Unless otherwise noted in the subparagraph below, **merely providing rates for professional services or across-the-board discounts from list pricing of**

**software and/or hardware is unacceptable and will result in lack of consideration of the submittal.**

The presence of any particular package below or of any item contained in the considerations for pricing is not in itself an assurance that a scope of work created during the contract term will actually contain the particular package or item.

### **3.2.2.1 Limited Jurisdiction Disconnected Scanning Implementation**

Provide in **Appendix A. Price Sheet** the not-to-exceed pricing for a single court implementation of the disconnected scanning environment as described in 3.1.3.6 above to the centralized EDMS, including a la carte pricing of the following components:

- Scanner options (low volume, medium volume, high volume) including specifications and warranty information
- Surge protector (if required for warranty)
- Disconnected scanning license (1 per scanner)
- AZTEC/OnBase integration software installation and testing
- OnBase Desktop installation and testing
- Workstation license (per-license cost including threshold levels for volume pricing)
- Named user license (per-license cost including threshold levels for volume pricing)
- Concurrent user license (per-license cost including threshold levels for volume pricing)
- Onsite installation (including disconnected scanning workstation registration)
- Onsite user training (including total number of classes or total number of users)
- Initial troubleshooting/intensive support (including duration of period)
- Project management/coordination with AOC
- Annual maintenance cost for each scanner option offered
- Annual maintenance cost for all software and licenses

### **3.2.2.2 Standalone System Implementation**

Provide in **Appendix A. Price Sheet** the not-to-exceed pricing for a single court standalone system implementation including package pricing for the base components:

- Analysis and design resulting in the statement of work
- Project management / coordination with the AOC
- Scanner options (low volume, medium volume, high volume) including specifications and warranty information
- Surge protector for scanner (if required for warranty)
- Annual maintenance cost for each scanner option offered
- Multi-user core installation
- Webserver/application server implementation
- Unity API implementation
- Document Transfer Module implementation
- Disk groups creation
- Distributed Disk Services (DDS) implementation

- Single workflow client implementation
- Production document imaging license (1 per scanner)
- Workstation license (per-license cost)
- Named user license (per-license cost)
- Two concurrent user licenses (per-license cost)
- Annual maintenance cost for all software licenses
- Initial troubleshooting/intensive support period
- Onsite user training (number of days / maximum number per class)
- Administrator training

Provide a la carte pricing for the following components beyond the minimum installation package:

- Document Import Processing (various modules)
- Other optional OnBase modules
- Other vendor services

### 3.2.2.3 Performing Product Enhancements and Upgrades

Provide in **Appendix A. Price Sheet** the not-to-exceed pricing for all professional services related to installation of a single module, enhancement to functionality, or product upgrade on a standalone OnBase system and also on a centralized OnBase system. Include specific activities considered in-scope for system enhancements versus activities considered out-of-scope.

- A major upgrade (single digit integer release, example from 13.0 to 14.0)
- A minor upgrade (within the same single digit integer release, example from 14.0 to 14.2)

For each upgrade type, include volume-based pricing for a number of systems funded by a single payer – at a minimum, all superior court systems apart from the one used by Maricopa Clerk of the Superior Court.

### 3.2.2.4 Training

Each OnBase implementation in the courts has at least one associated certified administrator. Often a backup administrator has been trained and one of them obtains some specialized training. Please include in **Appendix A. Price Sheet** your strategy and cost for providing for the following:

- Administrator certification
- Advanced administrator certification
- API certification
- Advanced API certification
- Installer certification
- Other specialized training like workflow, document transfer, or disconnected scanning
- Additional court user training (separate from training in implementation package)

### 3.2.2.5 Integration Services - AJACS

Though not-to-exceed pricing for a single-court standalone system integration with the state-standard case management system, AJACS, is preferred, include in **Appendix A. Price Sheet** the specific cost factors that contribute to the pricing of integration services, including the following minimum components:

- Configuration of web services components,
- Testing functionality from OnBase to AJACS and AJACS to OnBase,
- Providing court-specific security settings,
- Ensuring appropriate communication path to middleware server,
- Testing of bar code separator sheet (lead sheets) functionality.

Provide a la carte pricing for any components beyond the minimum integration package. Include volume-based pricing for a number of systems funded by a single payer – at a minimum, all superior court systems apart from the one used by Maricopa Clerk of the Superior Court

### 3.2.2.6 Break/Fix Technical Support

The nature of break/fix work makes packaging services unrealistic. Please describe the amount of free break/fix support provided with paid annual maintenance. If discounted blocks of support hours are being made available for purchase, describe and price each of those blocks. If a better price could be offered for aggregating all support hours for all courts across the state, please provide the terms and pricing with and without inclusion of the Maricopa Clerk of the Superior Court OnBase system.

Describe your help desk or service request function, including possible methods of contact, hours of operation, staffing levels, problem tracking software, and historical first-call resolution rate. Provide the name of the city or cities in Arizona in which you house resources that will service individual courts and the AOC. Declare your travel and expense rates/*per diem* rate and whether a separate rate exists outside metropolitan areas versus within metropolitan areas of the state. Declare your response time targets by severity of reported problem (failure vs. degraded function vs. nagging problem with workaround) and what types of problems will be addressed remotely versus what types of problems will be addressed onsite. Describe your preferred remote support method. If your support prices vary depending on time of day or day of week please provide details of the separate rates.

Vendor should presume only a minimum availability of technical resources from both the AOC and local courts.

### 3.2.2.7 Ad Hoc Analysis/Design/Architecture (not included in sale)

Provide in **Appendix A. Price Sheet** your rate for performing business analysis, technical design, and architectural or system construction consultation apart from work priced as part of any implementation package.

### **3.2.2.8 Business Continuity Services**

Provide in **Appendix A. Price Sheet** the not-to-exceed pricing for establishing a disaster recovery instance for a single court standalone system. Include the scope of the work being provided.

### **3.2.2.9 Document Conversion Services**

Provide in **Appendix A. Price Sheet** the not-to-exceed cost per image for completing backscanning services for a single-court standalone system to include both onsite services and offsite services. Include the scope of the work being provided and the security level of the facility being used to perform the processing and take into account the following items.

- Analysis and design resulting in the statement of work or quote
- Project management / coordination with the AOC
- Conversion from paper within the court versus at vendor site
- Conversion for microfilm within the court versus at vendor site

Vendor should presume only a minimum availability of technical resources from both the AOC and local court.

In addition, describe all quality assurance processes for inventorying and protection of the documents and accuracy/completeness of the scanning and conversion operations.

### **3.2.2.10 Consulting Services**

Provide rates for consulting to provide any solutions, functions, or services not previously listed in the packages of this subsection.

### **3.2.2.11 Related Hardware Procurement**

Provide specifications, prices, and warranty information for hardware, apart from scanners, to be provided to courts for special purposes, such as Plasmon Jukeboxes for nearline storage.

### **3.2.2.12 Other Products or Services Not Listed Previously**

Provide rates or product information and pricing for any other items or services (redaction, for example) not covered in packages or categories of services above.

## **3.2.3 COORDINATION WITH THE AOC**

As mentioned previously, close and regular coordination with the AOC is paramount in the requirements of the contract envisioned as well as every scope of work performed under the contract. No line item billing of the AOC for performing coordination with the AOC shall be allowed under the contract apart from costs included in the packages priced above. The vendor shall take care not to solve a problem for a court that consequently creates a problem for another court or for the AOC. In addition, no work from an approved SOW shall be shifted from the vendor to the AOC for the sole convenience of the vendor or to reduce the billable hours to a local court.

### **3.2.3.1 Billing by responsible party vs. billing by system owner**

To facilitate the availability of documents in the central document repository, the AOC has agreed to pay certain software license-related costs of courts operating standalone OnBase systems. Regardless of the billing structure imposed on the vendor by Hyland Software, the vendor's own billing system shall enable breakout of system component costs and maintenance costs between the local court and the AOC. AOC understands that all maintenance must be kept current with the vendor, regardless of the entity designated to pay. For items delineated by the contract manager, the vendor shall invoice the AOC separately from the local court and shall not invoice both for the same item over the same time period. If the AOC chooses to exercise a single-payer option, the vendor shall be responsible for appropriately addressing with Hyland Software, Inc. the corresponding details for all systems covered by the single payment paradigm.

### **3.2.3.2 Handling system integration issues**

Successful integration with other OnBase systems, statewide applications and local applications requires understanding of the total environment at play. That understanding results from constructive, working relationships with the developers and vendors responsible for the systems being integrated. Where the vendor is uncertain whom to talk to about an issue or unable to speak directly with the affected entities, personnel shall bring the AOC their written analysis of the situation to broker involvement with other affected parties. This written analysis shall be documented in a problem ticket by the AOC Customer Support Center, whether separately tracked on the vendor's system or not. Vendor personnel shall be made available to discuss the interaction of OnBase with other applications in the courts' environment and to assist with troubleshooting system-wide issues, regardless of whether any OnBase system is itself experiencing issues.

### **3.2.3.3 Problem resolution and Change management**

Creation and maintenance of a hybrid environment composed of individual, locally controlled, OnBase systems adds a degree of complexity and resulting challenges. The vendor shall always take into account the interaction of all OnBase systems that operate within the courts' environment. The vendor shall take care not to solve a problem for one court that consequently creates a problem for another court or for the AOC. The vendor shall ensure that changes affecting courts are not made to shared or countywide OnBase systems without the prior knowledge and approval of the local court and the AOC.

In addition, complex related changes may need to be made that affect all OnBase systems. This change process must be well planned to ensure new modules, patches, or upgrades are implemented without disruption to the operation of any standalone system or to the operation of the hybrid environment system as a whole. The vendor shall play a vital role in the construction of the technical plan, the time phasing and sequence of changes, detailed communications with the administrators of affected systems, and effective coordination of the actual work at the appropriate time. Because the AOC has multiple OnBase systems participating in the hybrid environment, as well as, case management system integration, close coordination with AOC resources is also required for every change being made to a standalone system.

### ***3.3 Deliverables***

All items listed below shall be described clearly and in detail as part of the proposal response.

3.3.1 Names and credentials of all technical personnel assigned proposed to be assigned under the resulting contract

3.3.2 Description of vendor's OnBase integration experience

3.3.3 Detailed price breakdowns corresponding to detailed statement of work areas in 3.2.2, including each subsection number being responded to (see Appendix A)

3.3.4 Strategy proposed for upgrading all standalone OnBase systems as a single project

3.3.5 Representative project plan for a single court OnBase implementation

3.3.6 Representative project plan for a single court OnBase upgrade

3.3.7 A description of your project approach and methodology for the individual work packages outlined in Section 3.2 which should reflect an understanding of the breadth and scope of the work required to maintain a hybrid (local/central) EDMS model as well as any single court's local EDMS.

- a. Written documentation of issues and concerns.
- b. Recommended project implementation strategies.
- c. A detailed list of software licenses, clients, etc. needed for each solution (documented on the proposal pricing sheet).
- d. An explanation of the factors that influence selection of various options you have included in your proposal must be included. Functionality recommended as optional must be justified.

3.3.8 Identify the project manager and include resumes of all key personnel who will be performing the work.

3.3.9 A description of any relevant and/or similar projects performed for courts.

3.3.10 Acknowledgements that all resources involved in the project are the proposer's resources or identify exceptions.

3.3.11 Document delineating division of responsibilities among vendor personnel, AOC personnel, and local court/county/city personnel

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## **SECTION 4: VENDOR INFORMATION**

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

### ***4.1 Vendor Qualifications***

- 4.1.1 Include a copy of your independently audited financial statements, annual report, or comparable financial statements from the last three (3) years (Section 2.15). Note: Offerors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Court.
  
- 4.1.2 Any additional descriptive narrative/data the vendor wants to submit may be included in this section.

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

- 4.2.1 What are the physical address, mailing address, and fax number of your organization's main office?
  
- 4.2.2 Who in your organization will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).
  
- 4.2.3 Who in your organization is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).
  
- 4.2.4 Provide a brief, but detailed history of your organization.
  
- 4.2.5 Comment on any partnership(s) with other vendors.
  
- 4.2.6 Disclose any past problems/issues with project delays, project staffing, cost overruns, litigation or matters requiring dispute resolution, disputes with subcontractors, pending litigation, etc.

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

Offeror shall provide the following reference information for at least three (3) references, preferably from customers having implementations of similar size and complexity to the Arizona courts. Offeror should provide an adequate description of the services provided for the Court to understand the nature of the services. Add page(s) if additional space is needed.

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

## **SECTION 5: PRICING**

### ***5.1 Price Sheet***

To propose pricing to meet the specifications stated in this solicitation use the Price Sheet, Appendix A.

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

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## SECTION 6: EVALUATION CRITERIA

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

- 6.1 For a proposal to be considered responsible, responsive, and susceptible, the proposal shall meet the following criteria:
- 6.1.1 A sealed original, one (1) digital copy, and one (1) paper copy must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 4:00PM, Arizona Time (MST), March 31, 2015.
  - 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 copy of the proposal must be in ink or typewritten.
  - 6.1.4 The specifications stated in Section 3.
  - 6.1.5 Consideration of Section 1.12, Responsibility, Responsiveness, and Susceptibility.
- 6.2 Proposals shall be evaluated in two phases.
- 6.2.1 Administrative Review. The Procurement Officer shall conduct an initial review to determine preliminarily whether each proposal is complete. The Court may waive informalities and minor irregularities on proposals received.
  - 6.2.2 Consensus Evaluation. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criteria	Relative Importance
A. Price	50%
B. Qualifications and Relevant Experience	25%
C. Methodology Proposed	25%

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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. Deliverables (Section 3.3)
6. Offerors shall at a minimum include a copy of their independently audited financial statements or annual report or any comparable financial statements for the last three (3) years. (Section 2.15)
7. A description of exceptions, if applicable, to the sample contract terms provided in Section 8 of the RFP. Any exceptions to the sample contract terms must be noted in the Offeror response.
8. A sealed original, one (1) digital copy, and one (1) paper copy 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(MST), March 31, 2015.

**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 15-01, the following response is submitted.

In submitting this proposal, I hereby certify that:

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

---

Signature of Authorized Official

Date

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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## SECTION 8: CONTRACT

### *8.1 Sample Contract*

The successful Offeror will be required to sign a contract containing substantially the same terms and conditions as presented in this Section. Any exceptions to the contract language must be listed in the response. Exceptions to the Terms and Conditions, as stated in Section 1.12, may impact an Offeror's susceptibility for award.

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

The parties agree as follows:

#### ARTICLE I. STATEMENT OF WORK

1.1 PURPOSE. The intent of this agreement is to provide an Electronic Document Management System ("EDMS") hardware and software maintenance, support, and integration services to Arizona courts.

1.2 DESCRIPTION OF PRODUCTS AND SERVICES. Contractor shall provide services and products related to the Arizona courts' Electronic Document Management Systems as described in the Court's Request for Proposals RFP No. 15-01. The following attachments are part of this Contract and are incorporated herein by reference:

Attachment A	Price Sheet
Attachment B	RFP No. 15-01
Attachment C	Contractor's response to RFP 15-01 dated _____, 2015 ("proposal")

1.3. STATEWIDE PURCHASING AND STATEMENTS OF WORK. Any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Code. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

For any given project proposed by a court or by the Contractor, Contractor will provide a Statement of Work outlining the details of the project. All Statements of Work must comply with the terms and conditions set forth herein unless otherwise approved by the Court's contract manager. Once agreed to and signed by both parties and the Court's contract manager, each and every Statement of Work will be incorporated into and considered an addendum to this Contract.

Contractor understands the Court's need for consistency and coordination of technology infrastructure across the judicial branch, and has reviewed Arizona Code of Judicial Administration § 1-505: Enterprise Architecture Standards. In addition to other terms stated herein, Contractor agrees to comply with the following requirements and procedures in conducting all product installation, integration, maintenance, and upgrades in the work it performs under this Contract:

1. Contractor understands and agrees that its installation, maintenance, and integration activities undertaken pursuant to this Contract, including their organization, parameters and settings, must not interfere with the Court's goals and functions described in RFP 15-01.
2. Contractor agrees to coordinate, without exception, its support of any and all planned OnBase implementations, upgrades, integrations, and enhancements with both the Court and local court/county/city technology support departments.
3. The Court's contract manager shall countersign all Statements of Work executed under the Contract prior to commencement of implementation activities covered by each Statement of Work.
4. Contractor will support all Court contract management efforts and participate in all agreed contractor performance measures, providing necessary data to Court regardless of the terms of individual Statements of Work with individual courts or political subdivisions.
5. Contractor agrees to attend periodic contract management and coordination meetings with the COURT contract manager.
6. Contractor understands and agrees that this Contract is a "zero commitment" agreement -- each entity, including the Court, shall negotiate its own specific Statement of Work under the contract. Pricing for labor, licensed software, hardware and other materials provided shall not exceed the discounted listings or package prices set forth in Attachment A.
7. Hardware, software, and services shall be available to all courts in the Arizona Judiciary at the same cost and hourly rate, regardless of the size and location. All political subdivisions in the state, including counties and cities, shall be entitled to purchase from this statewide contract for the direct or indirect benefit of a court of law and receive court pricing regardless of the purchasing entity within the state.
8. The presence of any particular package of hardware, software, and services or of any particular item contained in this Contract is not in itself an assurance that a Statement of Work created during the contract term will actually contain the particular package or item.

9. Regardless of the billing structure imposed on the Contractor by Hyland Software, the Contractor's own billing system shall enable breakout of system component costs and maintenance costs between a local court customer and the Court. For items delineated by the Court's contract manager, Contractor shall invoice the Court separately from the local court and shall not invoice both for the same item over the same time period.
10. From time to time, the Court works directly with Hyland Software to develop and test new OnBase functionality. This relationship will not be limited by the Contractor.
11. Contractor agrees that the Court may perform its own product and client license installations using its own certified installer to the full extent allowed by Hyland Software, including maintaining necessary access to downloads and documentation for installs. Contractor agrees not to interfere with the relationship of the Court's certified installer with Hyland Software.
12. Contractor agrees to comply with the Court's keyword standards, published by the Technical Advisory Council, in all work performed under this Contract. In addition, all Contractor solutions must comply with the latest published Judicial Branch Enterprise Architecture Standards Table and, if necessary, shall ensure the local court has obtained written exception by the Court's Commission on Technology prior to installation.
13. Contractor agrees to make its personnel available to discuss the interaction of OnBase with other applications in the courts' environment and to assist with troubleshooting system-wide issues, regardless of whether any OnBase system is itself experiencing technical difficulties.
14. Contractor agrees to remain a value-added reseller (VAR) with Hyland Software throughout the entire term of the Contract.

## **ARTICLE II. COMPENSATION**

2.1 COMPENSATION. Contractor will be compensated by the specific contracting entity at an amount not to exceed the pricing set forth in Attachment A. Contractor shall accept payment from the applicable contracting entity. The appropriate payor shall process and remit to Contractor within 30 days of the date of receipt of Contractor's complete invoice a warrant for payments due. The Court shall provide Contractor with a contract number and Contractor will reference the number on all invoices. Contractor is not guaranteed any level of participation or compensation under this Contract.

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

3.1 EFFECTIVE DATE OF CONTRACT. This Contract shall become effective upon signing and shall continue in effect for an initial period of two (2) years, unless terminated earlier as set forth herein.

3.2 OPTION TO EXTEND. This Contract does not bind nor purport to bind the Court for any contractual commitment in excess of the original contract period. The Court shall have the right, at its sole option, to renew the Contract one or more times for up to an additional five (5) years, or a portion thereof, by unilateral amendment. If the Court exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period. The Court shall notify CONTRACTOR in writing of its intention to extend the Contract 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 Contract shall not require specific extension of their terms and shall remain in effect after termination or expiration of this Contract.

3.4 PRE-TERMINATION NOTICE OPTION. The Court may issue a written notice of concern based on CONTRACTOR's failure to carry out any material obligation, term, or condition of the Contract. 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, the Court will so indicate and CONTRACTOR and the Court 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 the Court resorting to any single or combination of the following remedies:

- (A) Cancel the Contract 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 Contract;
- (C) Perform with any needed cooperation by CONTRACTOR any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis confirm a material noncompliance with the specifications, any reasonable expense of testing shall be borne by CONTRACTOR.

### 3.5 TERMINATION.

- A. The Court reserves the right to terminate the whole or any part of this Contract due to failure by CONTRACTOR to carry out any material obligation, term or condition of the Contract. The Court 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 Contract;
  - (2) The CONTRACTOR fails to adequately perform the services set forth in the specifications of the Contract;

- (3) The CONTRACTOR fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
  - (4) The CONTRACTOR fails to make progress in the performance of the Contract and/or gives the Court reason to believe that the CONTRACTOR will not or cannot perform to the requirements of the Contract; 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, the Court reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code (ACJA § 1-402). The Court may recover any reasonable actual excess costs incurred by the Court 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. The Court may, by written notice to the CONTRACTOR, also terminate this Contract if it is found that gratuities in the form of entertainment, gifts, 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 Court 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 Contract is terminated under this section, the Court 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 Court, 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. The Court may cancel this Contract without penalty or further obligation pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Court is received by CONTRACTOR, unless the notice specifies a later time.
- E. Termination for Cessation of Business or Insolvency. The Court may terminate this Contract effective immediately by giving written notice to CONTRACTOR, if CONTRACTOR or if CONTRACTOR ceases to function as a going concern or operate in the ordinary course or becomes insolvent, admits a general inability to pay its debts as they come due, or makes an assignment for the benefit of creditors, or a petition under any

bankruptcy act is filed by CONTRACTOR, or such a petition is filed by any third party, or an application for a receiver of the CONTRACTOR is made by anyone and such petition or application is not dismissed within sixty (60) days.

3.6 **TERMINATION FOR CONVENIENCE.** The Court reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the Court, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Court. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Court upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

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

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

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

4.1 **CONFIDENTIAL RECORDS.** CONTRACTOR shall not disclose, publish or disseminate court case or any other information made available by the courts or individuals to anyone other than the Court, the courts, the provider's employees, subcontractors, and other agencies as required to deliver the services described herein without prior written approval from the Court. 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 Contract 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 Court 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 Contract.

4.2 **PUBLIC INFORMATION.** The parties acknowledge that this Contract 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 Court may disclose any or all of these documents except where the Court 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 Court and the State of Arizona from and against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the Court of materials furnished or work performed under this Contract. The Court shall promptly notify the Contractor in writing of any claim for which it may be liable under this paragraph and fully cooperate with the Contractor in the defense and all related settlement negotiations. In the event the claim is successful, the Court may cancel the contract and shall receive compensation for any and all damages.

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

### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Court in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**1. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage

with limits of liability not less than those stated below.

### 1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

### 2. Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: **“The Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

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

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

a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

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

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis;
- Software Design;

- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output
  - a. In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:
  1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Arizona Supreme Court, Administrative Office of the Courts, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
  2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
3. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Court. Such notice shall be sent directly to the Court and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. Neither the 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.

5. **VERIFICATION OF COVERAGE**: Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Court. The Court's contract number and project description shall be noted on the certificate of insurance. The Court reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

## **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 Court. 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 Court shall not unreasonably withhold approval and shall notify CONTRACTOR of the Court's position within 15 days of receipt of written notice by CONTRACTOR.

6.2 ASSIGNMENTS - DELEGATION. No right or interest in this Contract shall be assigned by CONTRACTOR without prior written permission of the Court, and no delegation of any duty of CONTRACTOR shall be made without prior written permission of the Court. Court 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 Contract, or otherwise assign any item acquired under this Contract, 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 Contract. 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 Contract. The list of key personnel engaged in providing direct services to Arizona courts under this Contract has been provided to Court, is hereby approved and shall be subject to the continuing approval of Court, including reassignment by CONTRACTOR from ongoing duties under this Contract. If at any time during the term of this Contract key personnel are not acceptable to Court, then CONTRACTOR shall, upon receipt of written or verbal notice from Court, 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 Contract, 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 Court.

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 Contract 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 Contract 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 Contract, CONTRACTOR certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. CONTRACTOR shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. CONTRACTOR shall include a clause to this effect in all subcontracts related to this Contract.
- C. CONTRACTOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.
- D. No individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by CONTRACTOR to secure business. This paragraph does not apply to payment of fees for assistance in marketing, installation, and support or for any other purpose in performance of this Contract.

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 Contract shall be effective only when funds appropriated for the purpose of compensating CONTRACTOR actually are available to the Court for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under this Contract and shall keep CONTRACTOR informed as to the availability of funds. The Court

shall not be liable for any purchases or subcontracts entered into by CONTRACTOR in anticipation of funding. In the event of the unavailability of funds, the Court may cancel this Contract, suspend the Contract, or accept a decrease in price offered by the CONTRACTOR.

**7.3 APPLICABLE LAW.** The laws and regulations of the State of Arizona, Procurement Code for the Judicial Branch, and the Court Procurement Bid Protest, Contract Claim, Debarment and Appeals Procedure shall govern the rights of the parties, the performance of this Contract and any dispute thereunder. Any action or claim relating to this Contract shall be brought in an Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply and do not require an amendment to this Contract.

**7.4 ARIZONA JUDICIAL BRANCH PROCUREMENT CODE.** The Arizona Judicial Branch Procurement Code (ACJA § 1-402) is incorporated as a part of this document as if fully set forth herein.

**7.5 AMENDMENTS AND WAIVERS.** This Contract shall be modified only by a written contract amendment within the scope of this Contract signed by persons duly authorized by court policies and procedures to enter into contracts on behalf of the Court. Changes to the Contract, 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 Contract 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 Contract based on those changes. To the extent that any amendments to this Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract.

**7.6 PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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

**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 Contract.

**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 Contract, 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 Contract 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 Contract is intended by the parties as a final, complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Judicial Branch Procurement Code (ACJA §1-402) is used in this Contract, the definition contained in the rules shall control with the provisions of the Judicial Branch Procurement Code governing in the case of conflicting terms.

**7.11 RIGHTS AND REMEDIES.** The rights and remedies of the State of Arizona and the Court 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 Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**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 Court 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 Contract that are not affected by the dispute.
- D. **After exhausting applicable administrative reviews,** the parties agree to use arbitration where the sole relief sought is monetary damages of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest and costs, pursuant to A.R.S. § 12-1518.

**7.13 WARRANTIES.** CONTRACTOR warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of

shipment of the material, service, or construction specified, and any inspection incidental thereto by the Court, shall not alter or affect CONTRACTOR's obligations or the rights of the Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.

7.14 THIRD PARTY ANTITRUST VIOLATIONS. CONTRACTOR hereby assigns to the Court 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 Contract 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 Contract.
- 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 Contract.

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

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 Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. 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 Contract without prior written consent of the Court.

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 Contract. The Court shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the CONTRACTOR's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Court determines noncompliance of the materials, the CONTRACTOR shall be responsible for the payment of all costs incurred by the Court 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 Contract, CONTRACTOR's financial operations related to this Contract may be audited by the Court, by auditors designated by the Court, or by any other appropriate agency of the state or federal government.

7.21 LIENS. CONTRACTOR warrants that the materials supplied under this Contract 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 Contract.

7.23 TAXES.

- A. Payment of Taxes. The CONTRACTOR shall be responsible for paying all applicable taxes. The Court is exempt from Federal Excise Tax, including the Federal Transportation Tax.

- B. State and Local Transaction Privilege Taxes. The Court 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 Court 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 Court, unless not required by law. Sales taxes, as required shall be indicated as a separate item on all invoices.

7.24 OTHER CONTRACTS. The Court may perform additional work related to this Contract 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 Contract and shall become effective upon notice.

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

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. The Court 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 Court may terminate this Contract if the results of the criminal history records check would disqualify CONTRACTOR or an individual and there is no acceptable alternative.

7.29 COMPLIANCE WITH THE ARIZONA LEGAL WORKERS ACT. A.R.S. §41-4401.

- A. CONTRACTOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants in compliance with A.R.S. §23-214(A). (That

subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”). If this compliance requirement disqualifies any of CONTRACTOR’s key personnel or individuals working at the direction of CONTRACTOR and no acceptable alternative is provided the Court may terminate this Contract.

- B. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the Contract.
- C. The Court retains the legal right to audit and inspect the papers of any of CONTRACTOR’s employee or subcontractor’s employee who works on the contract to ensure that CONTRACTOR’s personnel and any person working at the direction of CONTRACTOR is complying with the warranty under subparagraph A.

7.30 SUSPENSION OR DEBARMENT. The Court may, by written notice to CONTRACTOR, immediately terminate this Contract if the Court 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 Court.

7.31 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 Contract. The Court representative shall be authorized to accept or reject work produced by CONTRACTOR, authorize payment, and negotiate any service changes or amendments to the Contract. All contract amendments and Service Schedule changes shall be approved by the AOC Director or designee.

7.32 COMPUTATION OF TIME. Any reference to “days” in this Contract shall mean calendar days, unless otherwise specified.

7.33 OFFSHORE PERFORMANCE OF WORK PROHIBITED. Due to security and identity protection concerns, direct services under this Contract 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.

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## APPENDIX A

### ***APPENDIX A: Price Sheet***

Hardware and software components may be priced on a per-item basis delineated in the scope of the package or a la carte. Professional services for each package shall be priced on a not-to-exceed basis.

Paragraph	Package Name	Items Included	Not-to-Exceed Price
3.2.2.1	LJ Disconnected Scanning MINIMUM PACKAGE	<ul style="list-style-type: none"> <li>• One (1) Medium-volume scanner incl. surge protector</li> <li>• One (1) Disconnected scanning license</li> <li>• AZTEC/OnBase integration software, installation, and testing</li> <li>• One (1) OnBase Desktop installation and testing</li> <li>• One (1) OnBase Web Client</li> <li>• One (1) Workstation license</li> <li>• One (1) Named User license</li> <li>• Two (2) Concurrent User license</li> <li>• Onsite installation (incl. workstation registration)</li> <li>• Onsite user training (incl # classes or # users)</li> <li>• Initial troubleshooting/intensive support (incl. period of time covered)</li> <li>• Project management/coordination with AOC</li> <li>• Annual maintenance cost for one medium-volume scanner</li> <li>• Annual maintenance cost for all software and licenses</li> </ul>	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
<b>3.2.2.1</b>	LJ Disconnected Scanning OPTIONAL ITEMS	One (1) Low-volume scanner, surge protector, and associated maintenance (incl. specifications and warranty)	\$
		One (1) Medium-volume scanner, surge protector, and associated maintenance (incl. specifications and warranty)	\$
		One (1) High-volume scanner, surge protector, and associated maintenance (incl. specifications and warranty)	\$
		Each additional named user license and maintenance cost	\$
		Each additional concurrent user license and maintenance cost	\$
		Each additional disconnected scanning license and maintenance cost	\$
<b>3.2.2.2</b>	Standalone System Implementation MINIMUM PACKAGE	<ul style="list-style-type: none"> <li>• Analysis and design resulting in the statement of work</li> <li>• Project management / coordination with the AOC</li> <li>• One (1) Medium-volume scanner incl. surge protector ( include specifications and warranty information)</li> <li>• Surge protector, if required for warranty</li> <li>• Annual maintenance cost for medium-volume scanner</li> <li>• Multi-user core and installation</li> <li>• Webserver/application server and implementation</li> <li>• Unity Toolkit API and implementation</li> </ul>	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		<ul style="list-style-type: none"> <li>• One (1) Document Transfer Module and implementation</li> <li>• Disk groups creation</li> <li>• Distributed Disk Services (DDS) Module and implementation</li> <li>• One (1) workflow client and implementation</li> <li>• One (1) Production document imaging license (first scanner)</li> <li>• One (1) Workstation license</li> <li>• One (1) Named user license</li> <li>• One (1) Concurrent user license</li> <li>• Annual maintenance cost for all software licenses</li> <li>• Initial troubleshooting/ intensive support (incl. period of time covered)</li> <li>• Onsite user training (number of days / maximum number per class)</li> <li>• Administrator training</li> </ul>	
<b>3.2.2.2</b>	Standalone System Implementation OPTIONAL ITEMS	One (1) Low-volume scanner and surge protector (incl. specifications and warranty)	\$
		One (1) Medium-volume scanner and surge protector (incl. specifications and warranty)	\$
		One (1) High-volume scanner and surge protector (incl. specifications and warranty)	\$
		Each additional concurrent client license and maintenance cost	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		Each additional named user license and maintenance cost	\$
		Each additional workstation license and maintenance cost	\$
		Each additional production document imaging license and maintenance cost	\$
		Each additional workflow client license and maintenance cost	\$
		Distributed Disk Services (DDS) module license, installation, and maintenance	\$
		Document Import Processing module license, installation, and maintenance	\$
		Any other optional OnBase modules license, installation, and maintenance	\$
		Additional user training	\$
		Additional administrator training	\$
		Additional vendor services not delineated in package	\$
		Hyland Unity Integration Toolkit and implementation	\$
<b>3.2.2.2</b>	Standalone System Implementation VOLUME-BASED PRICING	Indicate assumptions and approach to provide minimum package items to a specified number of courts at a volume discount	\$
<b>3.2.2.3 (a)</b>	Product Enhancements and Upgrades (standalone system in court)	<ul style="list-style-type: none"> <li data-bbox="721 1528 1149 1648">• Single module implementation without OnBase upgrade</li> <li data-bbox="721 1648 1149 1728">• Major OnBase upgrade (to new integer)</li> <li data-bbox="721 1728 1149 1806">• Minor OnBase upgrade (within same integer)</li> </ul>	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		<ul style="list-style-type: none"> <li>Other enhancement to OnBase system functionality</li> </ul>	\$
<b>3.2.2.3 (a)</b>	Product Enhancements and Upgrades (standalone system in court) VOLUME-BASED PRICING	Indicate assumptions and approach for providing major OnBase upgrade to multiple courts having standalone systems all acting as a single customer	\$
		Indicate assumptions and approach for providing minor OnBase upgrade to multiple courts having standalone systems all acting as a single customer	\$
<b>3.2.2.3 (b)</b>	Product Enhancements and Upgrades (central system at AOC)	<ul style="list-style-type: none"> <li>Single module implementation without OnBase upgrade</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Major OnBase upgrade (to new integer)</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Minor OnBase upgrade (within same integer)</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Other enhancement to OnBase system functionality</li> </ul>	\$
<b>3.2.2.4</b>	Training (provided outside of any other packages)	<ul style="list-style-type: none"> <li>Administrator certification</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Advanced administrator certification</li> </ul>	\$
		<ul style="list-style-type: none"> <li>API certification</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Advanced API certification</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Installer certification</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Other specialized training like workflow, document transfer, or disconnected scanning</li> </ul>	\$
		<ul style="list-style-type: none"> <li>Additional court user training (separate from</li> </ul>	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		training in implementation package	
3.2.2.5	Integration Services – AJACS	<ul style="list-style-type: none"> <li>• Configuration of web services components</li> <li>• Testing functionality from OnBase to AJACS and AJACS to OnBase</li> <li>• Providing court-specific security settings</li> <li>• Ensuring appropriate communication path to middleware server</li> <li>• Testing of bar code separator sheet (lead sheets) functionality</li> </ul>	\$
3.2.2.5	Integration Services – AJACS OPTIONAL ITEMS	Describe and price each additional item beyond those listed in the minimum package	\$
3.2.2.5	Integration Services – AJACS VOLUME-BASED DISCOUNT	Indicate assumptions and approach for providing integration services with AJACS for all OnBase systems acting as a single customer	\$
3.2.2.6	Break/Fix Technical Support	Amount included with paid annual maintenance	No additional cost up to _____
		Rates outside annual maintenance included amount (aggregated for all courts)	\$
		Rates outside annual maintenance included amount (individual court)	\$
		Rates for non-expiring, pre-paid blocks of support (aggregated for all courts)	\$
		Rates for non-expiring, pre-paid blocks of support (individual court)	\$
3.2.2.7	Ad Hoc Analysis/Design/Architecture	Rate for work <u>not</u> included in any other packages	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
3.2.2.8	Business Continuity	Cost of establishing a disaster recovery instance for a single court standalone system (detail those items included in price)	\$
3.2.2.9 (a)	Document Conversion Services (Paper)	Price per image for <ul style="list-style-type: none"> <li>• Conversion from paper performed offsite at vendor facility</li> <li>• Conversion from paper performed within customer's facility</li> </ul> Price shall take into account analysis and design resulting in the statement of work or quote as well as any project management / coordination required with AOC	\$  \$
3.2.2.9 (b)	Document Conversion Services (Microfilm)	Price per image for <ul style="list-style-type: none"> <li>• Conversion from microfilm performed offsite at vendor facility</li> <li>• Conversion from microfilm performed within customer's facility</li> </ul> Price shall take into account analysis and design resulting in the statement of work or quote as well as any project management / coordination required with AOC	\$  \$
3.2.2.10	Consulting Services	<ul style="list-style-type: none"> <li>• Price per hour</li> <li>• Price per day</li> <li>• Price per block of pre-paid hours used for engagement</li> </ul>	\$ \$ \$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
3.2.2.11	Related Hardware Procurement	Price per listed item (include specifications, prices, and warranty information for each item proposed) <ul style="list-style-type: none"> <li>• Other scanning equipment not listed in previous packages</li> <li>• Nearline storage</li> <li>• USB cabling</li> <li>• Surge protector, if required for warranty</li> </ul>	\$  \$ \$ \$
3.2.2.12	Other Products or Services Not Listed Previously	Provide rates or product information and associated pricing for any other items or services not included above <ul style="list-style-type: none"> <li>• Price per item not listed in any previous packages (describe in detail)</li> <li>• Price per service not listed in any previous packages (describe in detail)</li> </ul>	