



ARIZONA SUPREME COURT
ARIZONA COURT OF APPEALS
Division One

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

Request for Proposals

RFP 17-03
Appellate Case Management System (CMS)

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ADDENDUM A

Specifications/Requirements.....	See Attachment
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ADDENDUM B

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court and the Arizona Court of Appeals, Division One, (hereinafter referred to as the Appellate Courts), seek offers to provide an appellate case management system (CMS) to supersede an existing system. The Appellate Courts are seeking a vendor to provide a solution that meets the business needs of the Appellate Courts. Ease of use, reliability, system performance, maintenance, support, and training are important to the Appellate Courts. The current system provides a high degree of functionality in aging technology, and it is expected that the new system will improve on that functionality while bringing technology more current.

The Appellate Courts expect that the contractor will have expertise in developing state-of-the-art electronic workflow systems for Appellate Courts systems. This expertise is expected to include developing intuitive and context-sensitive user interfaces. The completed system must provide users (both in the Appellate Courts and the public, as applicable) with complete, functional, and easy access to case information; both individual cases and categories of cases. In addition, the contractor is expected to have a history of delivering multiple completed Appellate Courts' systems on schedule and within budget to exceedingly satisfied clients.

The Appellate Courts anticipate a three-phased project:

- **Phase I:** A collaborative, iterative process to configure a test system closely matching the Appellate Courts' needs as specified in the requirements (Addendum A) and to identify any gaps that will need to be addressed.
- **Phase II:** A phase of developing and testing new functionality related to gaps identified in Phase I.
- **Phase III:** Conversion, Integration, Testing, Training and Implementation of the CMS in the Appellate Courts.

It is expected that responses to this RFP will include pricing associated with Phase I and Phase III, and the identification of areas of focus which would be included in Phase II. The successful vendor would engage with the Appellate Courts for Phase I in order to determine the needs and costs associated with Phase II. Following Phase I, a decision will be made on whether to move forward with Phases II and III.

Funds are not presently available for acquisition of the CMS. The Appellate Courts' obligation under any contract executed between the Appellate Courts and successful vendor is contingent upon an appropriation for the CMS by the Arizona Legislature. No legal or financial liability on the part of the Appellate Courts for any payment may arise until funds are available or appropriated to the Appellate Courts for the CMS and until

the vendor receives notice of such availability, to be confirmed in writing by the Appellate Courts.

Product and service funding model proposals are required as part of this solicitation, (e.g. software purchase on premises, hosted and software as a service).

Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by **4:00 PM, Arizona Time, March 7, 2018**, in accordance to the schedule provided within RFP 17-03.

The public opening will be conducted on March 7, 2018 at 4:00 PM, Arizona time, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Background

Appellate Courts Organizational Structure

Arizona Supreme Court

The Arizona Supreme Court is the state's court of last resort and consists of seven justices. The court has discretionary jurisdiction of cases appealed from the court of appeals and sole appellate jurisdiction of death penalty and some election cases. Additionally, the Supreme Court regulates the activities of the State Bar of Arizona, oversees admission of new attorneys to the practice of law, reviews appeals of suspension or disbarment of attorneys and serves as the final decision-making body of disciplinary recommendations filed against Arizona judges by the Commission on Judicial Conduct. The court promulgates rules of procedure for the state courts and the State Bar of Arizona.

The court sits in panels to consider (grant or deny) some petitions for review (summary) and en banc for others. Granted cases are typically scheduled for oral argument on dates predetermined before to the start of the court session. Decisions of the court are memorialized in opinions, decisions orders, or orders.

In addition to the seven justices, each chamber is supported by a judicial assistant and two law clerks. The judicial assistant provides clerical and scheduling support to the justice and is the gatekeeper of information and documents flowing into and out of chambers.

The Staff Attorneys' office consists of the chief staff attorney, five full-time and five part-time senior staff attorneys and two staff assistants. The staff attorneys are charged with review and analysis of the petitions and responses filed in the Supreme Court and review of the court's draft opinions before to publication. Petitions for new and modified rules of procedure are submitted directly to the staff attorney's office through a standalone webpage and once approved, submitted to the clerk's office for filing.

The Clerk's Office consists of the clerk of court, a deputy clerk supervisor, five deputy clerks of varying levels and a technical services coordinator. The clerk's office is the official keeper of the record and is responsible for filing and processing all documents, scheduling, preparing and recording the disposition of cases included on an agenda, scheduling oral arguments, distributing all orders and opinions issued, collecting and disbursing all filing fees, statistical analysis and maintaining records related to case processing, attorney admission, student limited practice, etc.

Public access to the court's case documents, other than published opinions, is available only through an on-site public access terminal located in the clerk's office.

Court of Appeals, Division One

The Courts of Appeals, Division One resolves appeals from eight of Arizona's 15 counties: Apache, Coconino, La Paz, Navajo, Maricopa, Mohave, Yavapai and Yuma. The Appeals Court decides appeals in a wide variety of substantive areas which have first been considered by the Superior Court or limited jurisdiction courts, including:

- Civil,
- Criminal,
- Juvenile,
- Family,
- Mental Health,
- Probate, and
- Tax.

Additionally, the Appeals Court reviews:

- Decisions made by the Industrial Commission in worker's compensation cases,
- Decisions made by the Arizona Corporation Commission,
- Decisions made by the Unemployment Compensation Board,
- Decisions made by various other administrative agencies, on appeal from Superior Court review of those decisions, and
- Special Action petitions seeking pre-judgment and emergency relief.

The Appeals Court is comprised of 16 judges and decides matters in three-judge panels, which rotate in composition every few months. Decisions are memorialized in writing through opinions and memorandum decisions. All opinions and memorandum decisions are then posted to the Appeal Courts' website. Many matters are also resolved through orders.

In addition to the 16 judges, each judge's chamber is supported by judicial assistants and law clerks. In some situations, there is one judicial assistant for each judge, and in other situations, one judicial assistant supports two judges. Similarly, in some cases, law clerks work specifically with one judge's chambers while others are shared between chambers.

The Staff Attorneys' Office is comprised of the Chief Staff Attorney, Vice Chief Staff Attorney, 14 full or part-time staff attorneys and two administrative professionals. Staff attorneys assist in providing analysis and preparing staff drafts in advance of a judicial panel's conference or argument. Some staff attorneys also serve as judges pro tempore in certain matters. The Staff Attorneys' Office and Clerk's Office work collaboratively to calendar cases.

The Clerk's Office is comprised of the Clerk of Appeals Court, Operations Manager, 12 deputy clerks, an IT director, desktop support specialist, a technical services coordinator and assistant technical services coordinator. The Clerk's Office also employs a Human Resource Generalist and Finance Specialist. The Clerk's Office is responsible for assisting the public, maintaining the official court record, distributing decisions and assigning cases and motions to panels. The Clerk's Office also provides technical user support on the CMS to end users across the court and is responsible for providing statistics.

Arizona Supreme Court and Court of Appeals, Division One
Case Filings
FY2013-FY2017

Court	FY2013	FY2014	FY2015	FY2016	FY2017
Arizona Supreme Court	1,054	1,037	1,014	1,038	1,188
Court of Appeals Division One	2,809	2,630	2,726	2,698	3,259

Both Appellate Courts share some common integration points which are more fully described in the technical specifications. OnBase is the document management system and it is integrated with the current CMS.

Electronic records are physically pulled into the CMS from Superior Courts utilizing an in-house system called C2C ("Court to Court").

Attorneys have been required to file documents electronically since 2011 (Supreme Court [A.O. 2011-142](#)). Fees are collected through the efilings system along with the filings. Self-Represented Litigants may either file in paper over the counter or through efilings. Certain case types and document types are currently not permitted to be efiled (i.e., sealed documents, request for fee waiver/deferral).

Currently both Appellate Courts utilize a vendor supported clerk review which is maintained outside of the current CMS.

Pursuant to [ARS §12-120-07](#) opinions are required to be posted on the Appellate Courts' websites and searchable by judicial officer's name.

The Appellate Courts currently have a website operation that posts case docket information (not documents), case status, court report transcripts due, and calendar information automatically each night.

The current CMS used by the Appellate Courts is supported by the Administrative Office of the Courts (AOC). Two senior programmers, largely responsible for the development of this in-house system since its initial implementation remain on staff and are expected to be available to assist in this project.

3. Vendors' Conference

A Vendor's Conference will be held on Thursday, January 4, 2018 at 9:00 AM at the Arizona State Court Building, 1501 W. Washington, Conference Room 345, Phoenix, Arizona, 85007. Participation in the conference is optional for interested potential vendors. Participation can occur in-person or remotely via WebX. WebX information will be available on the Arizona Judicial Branch procurement website:

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

The Vendor's conference will include a question and answer period related to this document, as well as a demonstration of the existing product that the Appellate Courts are seeking to replace.

The Vendor's conference will be recorded. The recording of the conference will be made available on the Arizona Judicial Branch procurement website (see site address provided).

4. Proposal Schedule

Activity	Date
A. Request for Proposals (RFP) Published	December 7, 2017
B. Vendor's Conference	January 4, 2018
C. Close of Question	February 9, 2018
D. Proposal Due Date	March 7, 2018
E. Possible Demonstrations	April 30 – May 11, 2018

The Appellate Courts reserve the right to deviate from this schedule. Any changes to the schedule will be posted on the Arizona Judicial Branch procurement website.

Proposals received after 4:00 pm, Arizona Time, March 7, 2018, will not be opened and will not be taken into consideration in the evaluation of proposals.

5. Proposal Evaluation

Proposals will be evaluated based upon the criteria outlined in Section 5 of this document. The contract shall be entered into with the responsible vendor whose proposal is

determined in writing to be the most advantageous to the Appellate Courts taking into consideration the evaluation factors set forth in the RFP. The Appellate Courts reserve the right (prior to contract award) to inspect a vendor's facilities, contact individual references, and to consider other sources of information to determine evaluation scores.

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 vendor 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 vendors who adequately meet the Appellate Courts' specifications and/or budget, the Appellate Courts reserve the right to reject any or all proposals or parts thereof. This RFP does not commit the Appellate Courts to award any contract or to pay any costs incurred in the preparation of proposals. The Appellate Courts reserve the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP.

6. Proposal Discussions

Discussions may be conducted with responsible vendors who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Vendors shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

7. Americans with Disabilities Act

People needing assistance may request special accommodations, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If special accommodations are required, please call (602) 452-3329 or text telephone (TDD) 452-3545.

8. Responsibility, Responsiveness and Susceptibility

In accordance with the Procurement Code for the Judicial Branch, ACJA §1-402, the following criteria shall be used in determining vendor's responsibility, as well, as the vendor's responsiveness and susceptibility for contract award.

- A. The vendor's record of performance and integrity;
- B. Whether the vendor 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;
- C. Whether the vendor's record of performance includes factual evidence of failure to satisfy the terms of the vendor's agreements with any party to a contract. Factual

- evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- D. Whether the vendor is legally qualified to contract with the Appellate Courts and the vendor's financial, business, personnel, or other resources, including subcontractors,
 - a. Legal qualification includes determination regarding the vendor or key personnel having 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.
 - E. Whether the vendor promptly supplied all requested information concerning its responsibility;
 - F. Whether the proposal was sufficient to permit evaluation by the Appellate Courts, in accordance with the evaluation criteria identified in this solicitation or other necessary offer components. Necessary proposal components include: attachments, documents, or forms to be submitted with the proposal, an indication of the intent to be bound, reasonable or acceptable approach to perform the specifications, 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;
 - G. Whether the vendor was in conformance with the requirements contained in the specifications, terms and conditions, and instruction for the solicitation including its Amendments and all documents incorporated by reference;
 - H. Whether the vendor limits the rights of the Appellate Courts;
 - I. Whether the vendor includes or makes its proposal subject to unreasonable conditions, to include conditions upon the Appellate Courts necessary for successful contract performance. The Appellate Courts shall be the sole determiner as to the reasonableness of a condition;
 - J. The extent to which vendor requests material changes the contents set forth in the Solicitation, which includes the specifications, terms and conditions, or instructions;
 - K. Whether the vendor provides misleading or inaccurate information; and
 - L. Whether the vendor meets any other responsibility criteria in the solicitation.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. **Necessary Documents**

Vendors who wish to submit proposals for RFP 17-03 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.

2. **Specifications**

The specifications included in this package provide adequate information as to whether vendors can meet the needs of the Appellate Courts. Significant deviations from the specifications may be grounds for disqualification of the proposal.

3. **Procurement Rules**

The Procurement Code for the Judicial Branch, ACJA §1-402 are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from the Procurement Officer, Arizona Supreme Court, at the address referenced on the cover page or at:

[Section 1-402: Procurement Code for the Judicial Branch](#)

4. **Subcontractors**

The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

5. **Vendor Certification**

By submission of a proposal, the vendor certifies that:

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

6. **Preparation of the Proposal**

- A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, instructions, and seek clarification in writing (inquiries) and examine its proposal for accuracy before submitting the proposal. All materials can be made available in alternative formats upon request. Vendors should carefully review proposals for accuracy; failure to do so will be at the vendor's risk.
- B. It is the vendor's responsibility to monitor the Arizona Judicial Branch procurement website for significant responses and/or amendments regarding this RFP.

- C. Each vendor shall provide complete information required by the RFP. The vendor should refer to Section 5 which contains the checklist of necessary documents, to ensure all required materials have been enclosed with the proposal.

7. Definitions

- A. Time: If stated as a number of days, will be calendar days.
- B. Shall, Will, Must: Denotes the imperative.
- C. May: Denotes the permissive.

8. Explanation to Vendors

Any inquiries/questions related to this RFP may be directed in writing to the contact person below or provided at the Vendors' Conference. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All communications must reference RFP 17-03. All questions must be submitted by February 9, 2018 by 5:00pm, Mountain Standard Time.

Brett Watson
 Procurement Officer
 Arizona Supreme Court
 1501 West Washington, Suite 105
 Phoenix, Arizona 85007-3231
 Email: bwatson@courts.az.gov

Any explanations or clarifications provided, will be posted on the Arizona Judicial Branch procurement site. Any responses or amendments posted on the website will be considered added to the specifications. Interested parties must check the website at:

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

9. Submission of Proposal

- A. Sealed proposals are due on or before 4:00PM, Arizona Time, March 7, 2018, to Brett Watson, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Appellate Courts on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one (1) original, one (1) digital copy, and one (1) redacted digital copy of each proposal.
 - a. Proposals shall be open for public inspection after a contract is entered into. Vendor shall designate any trade secret or proprietary information contained in the proposal by providing a redacted version of the proposal. Where the

Appellate Courts concurs, that content shall remain confidential. Under the Appellate Courts' public access policy, a vendor's pricing information is public information and will not be withheld in the event of a public record request.

- D. Vendors submitting a proposal shall indicate the vendor's name and the RFP number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.
- F. All responses and accompanying documentation will become the property of the Appellate Courts at the time the proposals are opened.

10. Public Opening

A public opening of proposals will be held at 4:00PM, Arizona Time, March 7, 2018, at the Arizona State Court Building, 1501 W. Washington, Conference Room 230, Phoenix Arizona. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. The proposals shall be open for public inspection after a contract is entered into and the Appellate Courts have determined to proceed to Phase II of the project with the vendor to whom the contract has been awarded. However, where the vendor designates, and the Appellate Courts concur, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

11. Presentations

The Appellate Courts may schedule product demonstrations with selected vendor(s) for purposes of clarification or to amplify the materials presented in any part of the proposal. If product demonstrations are scheduled, demonstrations will be during the weeks of April 30 - May 11, 2018. Any presentations requested will be considered part of the proposal and as such must be paid for by the vendor. The Appellate Courts will not reimburse for costs related to these demonstrations, or the development or delivery of any proposals.

The Appellate Courts will provide a room for the demonstrations to be held, a projector, and a publicly accessible Internet connection. Any further needs of susceptible vendor(s) must be requested, in writing, to the designated procurement officer.

12. Contract

The contract(s) shall be entered into with the responsible vendor whose proposal is determined in writing to be the most advantageous to the Appellate Courts taking into consideration the evaluation factors set forth in the RFP. In the event the Appellate Courts decide to cancel this contract after Phase I, they reserve the right to enter into a new contract with the vendor determined to be the next most advantageous to the Appellate Courts.

13. Current Product

It is preferable that all software offered in a proposal in response to this solicitation shall be in current and ongoing production, shall have formally been announced for general marketing purposes, shall be a version currently functioning in a user (pay customer) environment and capable of meeting the requirements set forth in this solicitation.

14. Brand Name Only

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the specific quality, design, and performance required.

15. References

Vendors shall provide the name and contact information of current customers with solutions or products most closely related to their proposal. Reference information should include the following data: 1) client name and address, 2) primary contact, telephone number, and email address, 3) length of relationship with client, and 4) brief description of the nature of the engagement with the client. The Appellate Courts may contact these customers at their discretion.

16. Staffing

Vendors shall describe the anticipated staffing model for Phase I and Phase III of this project. Vendors shall provide resumes associated with staff most likely to be assigned to Phase I and Phase III of this project.

17. Project Management and Schedule

Vendors shall provide a narrative description regarding the general approach or vision for Phase I and Phase III. Vendors shall also provide a project schedule with general timeframes and deliverables for Phase I and Phase III.

18. Experience

Vendor shall provide a narrative description regarding experience with work most closely related to this project. Experience shall include information regarding successful migrations and implementations with previous customers and a description of the level of complexity of related projects.

19. Conversion Approach (Please see Addendum B for information related to data conversion.)

Vendors shall provide a description of the approach(es) to conversion including, but not limited to conversion tools to be used, method of data transformation, method of handling missing data, method of incorporation of existing court OnBase documents. Vendors should also address anticipated work to be carried out by the Appellate Courts

and vendor in this process and should also identify any licenses that would need to be acquired to complete the migration.

20. Product Management

Vendors shall describe the process for identifying and prioritizing new enhancements for the software product(s) on the vendor's product roadmap.

21. Software Development

Vendors shall describe their model for maintaining source code and general approach to software development. Vendor shall also identify all development tools and languages used in development of the application. Should there be variation between modules/areas of software, each differing tool/language shall be identified.

22. Release Management Model

Vendors shall describe the process for releasing new versions of the software, interim patches or fixes between versions. Include in the description whether any fixes/releases are customer specific or whether all customers receive the same version and fixes. Vendors shall also indicate whether extensions or add-ons are permitted by their customers, and if so, how those are supported with new releases.

23. Support Model(s)

Vendors shall describe the support model(s) including trouble calls, escalation and problem resolution.

24. Hourly Rate

Vendors shall indicate the lowest hourly government rate(s) offered for programming and related services.

25. Flexibility for Growth

Vendors shall provide information regarding their technology(s) that demonstrate the ability to be flexible as technology changes and grows over time.

26. Financial Stability

Vendor shall demonstrate their financial stability. Vendors shall at a minimum include a copy of their independently audited financial statements from the last three (3) years. Vendors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Appellate Courts. Proposals that do not include information regarding the Vendors financial stability may be negatively impacted.

SECTION 3
SCOPE OF WORK
SPECIFICATIONS / REQUIREMENTS

1. PROJECT OVERVIEW

The Appellate Courts contemplate a three-phased approach to this project.

- A. **Phase I:** Recognizing that a collaborative, iterative process will likely yield the best result, Phase I is anticipated to involve the Vendor setting up a test environment and configuring it to most closely match the needs of the Appellate Courts as described in the functional specifications in this section. Utilizing the test system, the Appellate Courts will work with the Vendor to vet specifications that have not been met and identify deficiencies to be addressed prior to an implementation. Phase I deliverables include:
- a. Identification of development efforts needed to address deficiencies, that will potentially become part of Phase II.
 - b. Identification of costs associated with each item identified for Phase II.
 - c. Project Plan for Phase II.

As a result of Phase I discovery, the Appellate Courts may choose to terminate the engagement.

- B. **Phase II:** The Appellate Courts recognize it is unlikely that an existing system will meet all the needs defined in the functional specifications of this document. Assuming both the Vendor and the Appellate Courts choose to move forward, Phase II refers to the development and testing of functionality identified and agreed upon as a deficiency to be addressed during Phase I. The deliverables of Phase I shall identify the associated project schedule and costs of Phase II. Phase II is not to be included in the Vendor's cost proposal(s) at this time. Anticipated deliverables of Phase II include:
- a. Initial functionality to address deficiencies which are ready for user acceptance testing.
 - b. Perfected functionality addressing issues identified through user acceptance testing of new functionality addressing gaps.

Assuming a decision is made to move forward with Phases II and III following the work of Phase I, the agreement between the parties will be amended to include a mutually-agreed price and deliverable schedule for completing Phase II.

- C. **Phase III:** Phase III will include conversion, testing, integration with other systems (as identified in the functional specifications) and implementation in the Arizona Supreme Court and the Arizona Court of Appeals, Division One. It is also anticipated that support and maintenance will begin in Phase III. Phase III deliverables include:
- a. Necessary development associated with an implementation.

- b. Plan for conversion of existing court records including database and disk space usage projections and projected growth rates over time.
- c. Conversion of existing Appellate Courts' records.
- d. Integration with all identified external systems and entities.
- e. User acceptance testing of the system as a whole.
- f. Technical System Documentation.
- g. User Reference Documentation.
- h. Training Documentation.
- i. Training technical staff on any components and maintenance needs which are to be handled on-site.
- j. Training power users on the user security settings and any configuration/table maintenance functions.
- k. Training end-users on the use of the system to carry out the business of the Appellate Courts.
- l. An Appellate Courts accessible testing/training site usable 24/7 by both the Arizona Supreme Court and the Arizona Court of Appeals Division One.
- m. Implementation of a fully functional production system in the Arizona Supreme Court.
- n. Implementation of a fully functional production system in the Arizona Court of Appeals, Division One.
- o. Implementation of a fully functional back up system for the Arizona Supreme Court.
- p. Implementation of a fully functional back up system for the Arizona Court of Appeals, Division One.
- q. High degree of support during the initial post-implementation period.

2. FUNCTIONAL SPECIFICATIONS (See attachment Addendum A, Specifications/Requirements)

Functional Specification Response Instructions

The functional specifications are grouped into sections according to the needs of the Appellate Courts. Some specifications may be referenced in more than one section to provide context in those areas. Vendors are expected to respond to each specification within each Functional Specification.

- A. **Exists in Product:** Vendors should mark this box if the specification discussed is already fully addressed and functional in a production environment.
- B. **Identified on Product Roadmap:** Vendors should use this box if the functionality has already been identified and planned for on the product roadmap. This would include anything that is already under development or undergoing testing, which has not yet made it to production. When responding in this manner, vendor shall indicate the anticipated calendar year in which the functionality is expected to move into a production version of software by indicating the year and quarter (i.e., 1Q CY20 for the first quarter of the 2020 calendar year).
- C. **Focus Area for Phase II:** Vendors should mark this box if the functionality does not currently exist in the product, and is not already anticipated on the product roadmap.

This box should be marked only if the vendor is willing to engage in developing this functionality after a more full and detailed understanding is gained through Phase I.

- D. None of these Apply: Vendors should mark this box when none of the other three apply, and then provide an explanation in the comments area.
- E. Comments: The comments box must be used if the vendor marks “None of these Apply” and when a vendor marks more than one other box for a specific specification. The comments box may also be used when a vendor needs to explain something specific to the specification described.

Each functional specification must have at least one of the columns marked. In instances where part of the functionality described already exists and part is not yet in production, vendors may mark more than one column and provide an explanation in the comments.

At the end of each Functional Specifications Section, the vendor is provided with an optional area to comment about the section in general. The Appellate Courts understand that there may be more than one way to address functionality, and this area is provided to allow the vendor to explain how the vendor’s system addresses the functional specification area in a narrative manner.

3. VALUE ADDED FEATURES

The Appellate Courts recognize that Vendors may have solutions not addressed in the functional specifications that would be beneficial to the Appellate Courts. Vendors are encouraged to describe any value-added features that the vendor is able to deliver. Examples of value added features the Appellate Courts would be interested in pursuing include:

- A. Redaction and extraction software that would enable the Appellate Courts to protect sensitive information and/or assist with data entry.
- B. Non-Case functions that would enable the Appellate Courts to process and manage documents such as administrative orders and correspondence not related to a case.
- C. Physical file tracking that would enable the Appellate Courts to monitor the check out and in of physical files and exhibits. Automated physical file requests upon assignment of cases in which there are physical files/records.
- D. Online help that would allow the Appellate Courts to receive end-user assistance online while in the CMS.

4. PRICING TABLES

- A. Hourly Rate. Vendor shall provide lowest hourly government rate(s) offered for programming and related services. The Appellate Courts reserves the right to ask for deliverable based pricing for Phase II.

Job Description	Hourly Rate
	\$
	\$

	\$
	\$
	\$

- B. Phase I. Vendor shall submit a firm fixed price Phase I of the project that shall include all costs associated with any vendor staff time and travel time to meet the deliverables required in Phase I.

Phase I	\$
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- C. Phase III. Vendors are required to provide at least one pricing model covering the total cost of software, licensing, maintenance and support over a ten-year period. Vendors are invited to submit as many additional cost models for Phase III as they wish to provide (i.e., traditional license, software leasing, software as a service, etc.). Each pricing model should be numbered to distinguish them from one-another. The intent of this flexibility is to allow vendors to provide flexible pricing models. Vendors should provide a narrative explaining the model in addition to a completed copy of the Phase III Pricing table below for each pricing model provided. The ten-year period is provided to ensure a common framework for all vendors to utilize when responding, and is not intended to imply an obligation of contract length.

Note that costs associated with anticipated changes to the software should not be included in Phase III, as those costs are an anticipated outcome of Phase I.

Phase III Vendor Pricing Proposal #					
	Implementation Costs	Licensing and/or Acquisition Cost	Maintenance Costs	Support Costs	Other Costs (Please specify)
Year 1	\$	\$	\$	\$	\$
Year 2	\$	\$	\$	\$	\$
Year 3	\$	\$	\$	\$	\$
Year 4	\$	\$	\$	\$	\$
Year 5	\$	\$	\$	\$	\$
Year 6	\$	\$	\$	\$	\$
Year 7	\$	\$	\$	\$	\$
Year 8	\$	\$	\$	\$	\$
Year 9	\$	\$	\$	\$	\$
Year 10	\$	\$	\$	\$	\$
Totals:	\$	\$	\$	\$	\$

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. One (1) sealed original, one (1) digital copy, and one (1) redacted digital copy must be physically in the possession of the Arizona Appellate Courts, 1501 W. Washington, Suite 105, no later than 4:00PM, Arizona Time, March 7, 2018.
 - B. The proposal shall include all required items on the Proposal Submittal Checklist (Section 5).
 - C. The original proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criterion/Factor	Relative Importance
A. Ability to meet functional specifications, technical architecture and ability to provide flexibility for growth and integration in the future	55%
B. Company experience, stability, credibility and strength	20%
C. Value added features	15%
D. Phase III Price	8%
E. Phase I Price	2%

SECTION 5
PROPOSAL SUBMITTAL DOCUMENTS
Check List

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

1. Proposal Submittal Letter (see page 21)
2. Proposal References (see page 22-24)
3. Vendor Profile (see page 25)
4. Staffing (see pages 13 and 25)
5. Financial Statement (see pages 14 and 25)
6. Proposal Pricing Tables pursuant to Section 3 (see pages 17 and 18)
7. Completed Specifications/Requirements document (See Addendum A)
8. Project Management and Schedule (see page 13)
9. Experience (see page 13)
10. Conversion Approach (see page 13)
11. Product Management (see page 14)
12. Software Development (see page 14)
13. Release Management Model (see page 14)
14. Support Model(s) (see page 14)
15. Value Added Offerings (see page 17)
16. Flexibility for Growth (see page 14)
17. A description of exceptions (if any) to the sample contract terms provided in Section 6 of the RFP. Any exceptions to the sample contract terms and conditions must be noted in the Vendor response.
18. Additional Data - any supplementary descriptive/narrative data the vendor wants to submit.

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Mr. Brett Watson, Procurement Officer
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Mr. Watson:

In response to your Request for Proposals (RFP) number 17-03, the following response is submitted.

In submitting this proposal, I hereby certify that:

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

Signature of Authorized Official _____ Date _____

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES
(Use as page 2 of proposal)

Vendor shall provide the following reference information for all current customers for whom the Vendor has provided solutions or products most closely related to this proposal. Vendor should provide an adequate description of the services provided for the Appellate Courts to understand the nature of the services. Add page(s) if additional space is needed.

1. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

2. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

3. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

4. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

5. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

6. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

7. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2 Appellate Courts) _____

8. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____
Description of nature of engagement (i.e., implementation of CMS product in 2
Appellate Courts) _____

VENDOR PROFILE

(Information can be on a separate sheet)

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

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

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

Provide a brief history of your company.

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

Provide the last three years of annual reports and audited financial statement.

Comment on any partnership(s) with other vendors.

**SECTION 6
TERMS AND CONDITIONS**

The successful vendor will be required to sign a contract containing substantially the same terms and conditions as presented in this Section. Any exceptions to the contract language must be listed in the response.

Arizona Supreme and Appeals Court, Division One
Administrative Office of the Courts

Solicitation No.: _____

Vendor: _____

"Appellate Courts" mean the Arizona Supreme Court and Arizona Court of Appeals, Division One. "State" means the State of Arizona and its departments, agencies, boards and commissions. "Contract" or "Agreement" means the agreement between the Appellate Courts and the vendor named, including all attachments and other documents incorporated by reference. "Contractor" means the vendor named above.

SPECIAL TERMS AND CONDITIONS

1. At no additional cost to the Appellate Courts, the contractor shall provide telephone-based customer support service for applications, equipment operation, and troubleshooting for a term of the contract from the date of acceptance by the Appellate Courts.
2. In reference to Appellate Courts documents and records access, the Contractor shall not utilize its connectivity to Appellate Courts databases or document repositories for any purpose other than those explicitly stated in the statement of work. The Contractor shall not have any ownership of any Appellate Courts' documents or data at any time. The Contractor shall be entitled to access Appellate Courts' documents and data, but only to the extent reasonably necessary to perform its functions and obligations under this scope of work.
3. The Contractor shall not use the Appellate Courts' information for any purpose except as authorized by the statement of work and shall also be held responsible for knowing and complying with security measures applicable to the classification assigned to data and documents by their designated owners.
4. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets, XML specifications, schema, extensions, and file names created or conceived solely pursuant to and in the performance of this Contract (collectively, the "Developed Intellectual Property"), shall be work made for hire and the Appellate Courts shall be the owner of such Developed Intellectual Property. The Appellate Courts shall own the entire right, title and interest to the Developed Intellectual Property throughout the world, except that the Appellate Courts grants and agrees to grant to Contractor a perpetual, irrevocable, fully paid up, transferable, royalty free, worldwide, sublicensable, non-exclusive right and license: (i) to modify and create derivative works of the

Developed Intellectual Property; (ii) to make, use, copy, import, distribute (directly or indirectly), license, sell, offer to sell, practice, rent, or lease or otherwise dispose of the Developed Intellectual Property (and derivative works thereof created under clause (i) above); and (iii) to sublicense any and all of the rights set forth in clauses (i) and (ii) above to other third parties, including the right to sublicense such rights to other third parties, except that the foregoing license insofar as it relates only to the Appellate Courts' e-filing XML specifications, schema, extensions, and file names, whether pre-existing or created by one of the parties under this agreement, is limited to use or disclosure for use in the Arizona Appellate Courts System only. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract ("Independent Materials") do not constitute Developed Intellectual Property.

Contractor shall notify the Appellate Courts within thirty (30) days, of the creation of any Developed Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Developed Intellectual Property vests in the Appellate Courts and shall take no affirmative action's that might have the effect of vesting all or part of the Developed Intellectual Property in any entity other than the Appellate Courts.

Deliverables provided by Contractor hereunder may contain Contractor's pre-existing works, including but not limited to forms, techniques, processes, methodologies, and general know-how ("Contractor Pre-Existing Works"). In connection with any Contractor Pre-Existing Works provided to Appellate Courts hereunder, Contractor grants the Appellate Courts a non-exclusive, perpetual, worldwide, fully paid-up, royalty free license to make, use, copy, reproduce, modify, make derivative works thereof, and/or distribute the Pre-Existing Works and such derivative works.

Notwithstanding the foregoing, if the Appellate Courts elects, in their sole and absolute discretion, to relinquish ownership interest in any or all of the Intellectual Property, the Appellate Courts shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within the Arizona Judicial Branch without restriction for any activity in which the Appellate Courts are party.

After termination of this Contract, the Appellate Courts retains the right to develop or acquire and maintain software to automate case filing and processing, including, but not limited to use of XML specifications, schema, extensions, and file names created under this Contract.

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

6. Upon request by the Appellate Courts, the Contractor must disclose any existing strategic alliances, partnerships, or subcontracting arrangements that the Contractor has which involve the processing and/or use of Appellate Courts' data or documents acquired pursuant to this Contract.

7. In the event the Term of this Contract ends, or in the event the Contract is terminated with cause, the Contractor shall assist the Appellate Courts, on a time and materials basis at Contractor's then-current rate, in the transition of services to other contractors or the Appellate Courts. Such assistance shall include but not be limited to, the forwarding of

Contract works, electronic files and other records as may be necessary and to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all performance under this Contract, to include management/administrative services until the transition of services is complete and all other requirements of this Contract are satisfied. Contractor will administer such services for no more than six (6) months after notification.

8. Subject to the payment by the Appellate Courts of any applicable fees, Contractor's software product 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 the subsequent contract or the Appellate Courts takes the product in-house, Contractor shall provide continuing services, on a time and materials basis at Contractor's then-current rate, as the Appellate Courts 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 before to the end of the contract term.

9. Contractor will place in escrow all software source code and all programmers' notes and other documentation required to maintain and correct errors in the software (the "source code") pursuant to an agreement with a third-party escrow agent. The Appellate Courts shall have the right to access and use the source code as needed for continuing the Appellate Courts' operation in the event of termination because Contractor ceases to function as a going concern or operate in the ordinary course. Contractor shall periodically update this copy of the source code with future modifications and enhancements as new versions or significant releases occur, including all existing commentary, explanations and other documentation relating to the source code, as well as project and/or solution files used to integrate the software into the Arizona Appellate Courts' technical environment. Upon the occurrence of a release event, the source code shall be released to the Appellate Courts, and Contractor hereby grants to the Appellate Courts a nonexclusive, nontransferable license to use, and to allow its employees and contractors to use, the source code for the Appellate Courts' internal purposes, including, but not limited to, correcting errors, performing bug fixes, or performing maintenance on the software. Contractor shall be solely responsible for all set up costs and deposit account fees associated with the establishment of the escrow and the Appellate Courts shall be solely responsible for all costs and deposit account fees associated with maintenance of the escrow.

10. When the Contract Term ends or in the event the Contract is terminated with or without cause, the Contractor, whenever determined appropriate by the Appellate Courts, shall assist the Appellate Courts in the transition of services to other Contractors or the Appellate Courts.

11. During the course of this Contract, if deemed in the best interest of the Appellate Courts, an extension of time may be granted by written mutual agreement. The due date of delivery of an assignment may not be extended without written authorization of the Appellate Courts. To be considered, requests for extension must be submitted by the Contractor, in writing, no less than five (5) working days prior to the original due date. Due date extensions will not be granted without compelling cause. A compelling cause will, in most cases, be a change order or revision initiated by the Appellate Courts. However, any time extension so granted shall not constitute or operate as a waiver by the Appellate Courts of any of its rights herein.

12. The RFP and Contractor's Response are incorporated by reference and made a part of this Contract. In the event of a conflict between these documents, they shall be interpreted in the following order of precedence:

- A. This Contract
- B. The RFP
- C. The Contractor's Response(s)

STANDARD TERMS AND CONDITIONS

1. **Certification.** By execution of this Contract, Contractor certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

C. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.

D. No individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business. This paragraph does not apply to payment of fees for assistance in marketing, installation, and support or for any other purpose in performance of this Contract.

2. **Availability of Funds.** Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of the Contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Appellate Courts for disbursement. The Chief Justice of the Supreme Court shall be the sole judge and authority in determining the availability of funds under the Contract and shall keep the Contractor informed as to the availability of funds. The Appellate Courts shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

3. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract and any dispute thereunder. Any action relating to this Contract shall be brought in an Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply and do not require an amendment to this Contract.

4. **Procurement Code for the Judicial Branch.** The Procurement Code for the Judicial Branch, ACJA § 1-402, and the Arizona Procurement Code (ARS Title 41, Chapter 23) are incorporated as a part of this document as if fully set forth herein.

5. **Amendments and Waivers.** This Contract shall be modified only by a written Contract amendment signed by persons duly authorized to enter into contracts on behalf of the Appellate Courts and the Contractor. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of this Contract shall be waived or modified without a written amendment to this Contract.

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. **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.

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. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and taxes or Social Security payments shall not be withheld from an Appellate Courts payment issued hereunder.

9. **Interpretation.** This Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Procurement Code for the Judicial Branch is used in this Contract, the definition contained in that code shall control.

10. **Assignment - Delegation.** No right or interest in this Contract shall be assigned by the Contractor or the Appellate Courts without prior written permission of the other party, and no delegation of any duty of the Contractor or the Appellate Courts shall be made without prior written permission of the other party. The Appellate Courts and the Contractor will not unreasonably withhold approval and will notify the other of its position within 15 days of receipt of written notice by the other. Any attempt to assign any of the rights, duties or obligations of this Contract, or otherwise assign any item acquired under this Contract, without such consent is void.

11. **Subcontracts.** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Appellate Courts. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Appellate Courts shall not unreasonably withhold approval and shall notify the Contractor of the Appellate Courts' position within 15 days of receipt of written notice by the Contractor.

12. **Rights and Remedies.** No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials

or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

13. Disputes.

A. Contract Administrator Procedure. If any dispute arising under this Contract is not disposed of by agreement between the parties within thirty (30) days, then the Appellate Courts' contract administrator identified in this Contract shall decide the dispute in writing and send a copy of the decision to Contractor.

B. Appeals. If the Appellate Courts' contract administrator's decision is not acceptable to Contractor, the dispute shall be resolved in accordance with the procedures set forth in Supreme Court Administrative Policy 7.04.

C. Continued Performance. The Appellate Courts and the Contractor agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract that are not affected by the dispute.

14. Warranties. Contractor warrants that material and/or services delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of a material or service specified and any inspection incidental thereto by the Appellate Courts, shall not alter or affect the obligations of the Contractor or the rights of the Appellate Courts under the foregoing warranties. Additional warranty requirements may be set forth in this document.

15. Performance Standards. Contractor's material and services shall perform as specified in the proposal and as otherwise provided in this Contract. The Appellate Courts may modify the scope of the Services or the specifications for any Deliverable at any time in accordance with the terms of the Contract and the Statement of Work. If such modifications would add to Contractor's obligations under the Contract, or extend the time needed and/or increase the cost to complete the Services or Deliverables, the parties will mutually sign an amendment to the Statement of Work modifying the scope of the Services or Deliverables accordingly.

16. Overcharges by Antitrust Violations. The Appellate Courts maintain that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Appellate Courts any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

17. Force Majeure.

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

B. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

C. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **Right to Assurance.** If the Appellate Courts in good faith have reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Appellate Courts may demand in writing that the Contractor give a written assurance of intent to perform. If commercially reasonable, the Appellate Courts may suspend any performance for which it has not already received the agreed return until it receives such assurance. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Appellate Courts' option, be the basis for terminating the Contract under rights and remedies available by law or provided by the contract.

19. **Records.** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §35-214 and §35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the Supreme Court or any agency doing business under this Contract. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.

20. **Advertising.** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the Appellate Courts. The Appellate Courts shall not unreasonably withhold permission.

21. **Right to Inspect Plant.** The Appellate Courts may, at reasonable times, and at the Appellate Courts' expense, inspect the plant or place of business of Contractor or a subcontractor, which is related to the performance of any contract as awarded or to be awarded, in accordance with the Judicial Branch Procurement Code.

22. **Financial Audit.** At any time during the term of this Contract, the Contractor's financial operations related to this Contract may be audited by the Appellate Courts, by auditors designated by the Appellate Courts, or by any other appropriate agency of the state or federal government.

23. **Liens.** All goods, services and other deliverables supplied to the Appellate Courts under this Contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the Appellate Courts. Upon request of the Appellate Courts, the Contractor shall provide a formal release of all liens.

24. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice and acceptance by the Appellate Courts. Payment shall be subject to the provisions of ARS Title 35. The Appellate Courts will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. The Appellate Courts will make every effort to process payment for the purchase of goods or services within (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment for deliverables subject to an acceptance test shall be made within 30 days following acceptance. Any amount that is due after (30) calendar days will be considered past due.

25. **Licenses and Permits.** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including Appellate Courts' 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 Appellate Courts decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Indemnitees for losses arising from the work performed by the Contractor under this Contract.

27. **Insurance Requirements.** Contractor and subcontractors shall maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

A. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, 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

1. The policy shall be endorsed, as required by this written agreement, to include the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

2. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 1. Each Accident \$1,000,000
 2. Disease – Each Employee \$1,000,000
 3. Disease – Policy Limit \$1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
2. This requirement shall not apply to Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when Contractor or such subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

3. Technology Errors & Omissions Insurance

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

1. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
2. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
3. In the event that the Tech E&O 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, 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.

4. Network Security (Cyber) and Privacy Liability

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

1. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
2. In the event that the Network Security and Privacy 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, 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.
3. The policy shall be endorsed, as required by this written agreement, to include the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Appellate 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. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the Appellate Courts. Within two (2) business days of receipt, Contractor must provide notice to the Appellate Courts if they receive notice of a

policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Appellate Courts and shall be mailed, emailed, hand delivered or sent by facsimile transmission to Appellate Courts' project representative.

D. Acceptability of Insurers

Contractor's 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. The Appellate Courts in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage

Contractor shall furnish the Appellate Courts with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Appellate Courts' receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to the Appellate Courts. The Appellate Courts' project/contract number and project description shall be noted on the certificate of insurance. The Appellate Courts reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Appellate Courts reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.

G. Approval and Modifications

The Appellate Courts, in consultation with State Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

28. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Appellate Courts for the purpose of assuring that no information contained in its records or obtained from the Appellate Courts or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Appellate Courts. Contractor also agrees that any information pertaining to individual persons shall not be divulged other

than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Appellate Courts.

29. **Patents and Copyrights.** The Contractor will, at its expense, defend the Appellate Courts against any claim that any item furnished under this Contract infringes a patent or copyright in the United States or Puerto Rico. The Contractor will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Appellate Courts will give the Contractor prompt written notice of any such claim and allow the Contractor to control, and fully cooperate with the Contractor in, the defense and all related settlement negotiations.

If the use of any item furnished under this Contract becomes, or the Contractor believes is likely to become, the subject of such a claim, the Appellate Courts will permit the Contractor, at the Contractor's option and expense, either to secure the right for the Appellate Courts to continue using the item or to replace it or modify it so that it becomes non-infringing so long as the item continues to meet the specifications of the original Contract. However, if neither of the foregoing alternatives is available on terms which are reasonable in the Contractor's judgment, the Appellate Courts will return the item upon the Contractor's written request. The Contractor will grant the Appellate Courts a credit for returned items in the full amount of the purchase price.

The Contractor shall have no obligation with respect to any such claim based upon the Appellate Courts' modification of the item or its combination, operation or use with apparatus not furnished by the Contractor.

30. **Taxes.** The Appellate Courts are exempt from Federal Excise Tax, including the Federal Transportation Tax. The Appellate Courts will pay all applicable taxes resulting from this Contract or activities hereunder exclusive of taxes based on Contractor's net income. Sales tax, as required, shall be indicated as a separate item on all invoices.

31. **Other Contracts.** The Appellate Courts may perform additional work related to this Contract or award other contracts for such work. The Contractor shall reasonably cooperate with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

32. **Termination.**

A. The Appellate Courts reserves the right to terminate the whole or any part of this Contract due to failure by the Contractor to carry out any material obligation, term or condition of the Contract. The Appellate Courts will issue written notice to Contractor for acting or failing to act as in any of the following:

1. The Contractor provides material that does not meet the specifications of the Contract;
2. The Contractor fails to adequately perform the services set forth in the specifications of the Contract;
3. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
4. The Contractor fails to make progress in the performance of the Contract and/or gives the Appellate Courts reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

B. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response. During the ten-day period, the parties will have an opportunity to address the concern. If the response is considered unsatisfactory, the

Appellate Courts will so indicate and participate in continued discussion toward resolving the concern. This process will continue during the ten-day period until the concern is adequately addressed. Failure on the part of the Contractor to satisfactorily address all issues of concern by the end of the ten-day period may result in the Appellate Courts resorting to any single or combination of the following remedies:

1. Cancel the Contract;
2. Reserve all rights or claims to damage for breach of any covenants of the Contract;
3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis confirm a material noncompliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
4. In case of default, the Appellate Courts reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code. The Appellate Courts may recover any reasonable actual excess costs up to the purchase price of the equipment or services that are the subject matter of, or directly related to, the cause of action, from the Contractor by:
 - a. Deduction from an unpaid balance;
 - b. Collection against any proposal and/or performance bond, or
 - c. Any combination of the above or any other remedies as provided by law.

C. Undue Influence. The Appellate Courts may, by written notice to the Contractor, also terminate this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Appellate Courts with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such Contract. If the Contract is terminated under this section, the Appellate Courts shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers shall not be prohibited by this paragraph.

D. Conflicts of Interest. The Appellate Courts 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 Appellate Courts is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Appellate Courts is received by all parties to this Contract, unless the notice specifies a later time.

E. Suspension or Debarment. The Appellate Courts may, by written notice to the Contractor, immediately terminate this Contract if the Appellate Courts determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Appellate Courts.

F. Termination for Cessation of Business. The Appellate Courts may terminate this Agreement effective immediately by giving written notice to Contractor, if Contractor ceases to function as a going concern or operate in the ordinary course.

G. Source Code. Unless otherwise agreed, upon any termination of this Contract ownership of the source code shall remain with Contractor; provided, however, that the

Appellate Courts will be licensed to access the source code subject to compliance with the terms of this Agreement regarding the handling and use of Contractor's source code and software, and having paid the applicable product license fees due hereunder.

33. **Price Reduction.** A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

34. **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.

35. **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.

36. **Certification of Employee Status.** Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee, except a bona fide employee maintained by Contractor to secure business.

37. **Public Record.** 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 Appellate Courts may disclose any or all of these documents except where the Appellate Courts has determined they contain proprietary or other confidential information that should not be disclosed as permitted by the rule.

38. **User Acceptance Testing**

A. Acceptance of Services. Contractor will submit all Deliverables identified in this Agreement, and any enhancements requested by the Appellate Courts and agreed to by Contractor, for final review and approval by the Appellate Courts based on objective performance criteria as mutually agreed to by the parties. Once delivered, the Appellate Courts shall, within a reasonable period of time, determine whether each deliverable meets the applicable specifications and acceptance criteria and is accepted by the Appellate Courts. The parties will develop an Acceptance Test Plan (ATP) to determine if a software application, modification or other deliverable should be accepted by the Appellate Courts. The ATP will be included in the final detailed Project Plan created for each phase of the implementation of the Software. In the event of any Defect, as defined below, the Appellate Courts may notify Contractor of such Defect. Upon acceptance, Appellate Courts shall notify Contractor in writing of its acceptance and the acceptance date. The Appellate Courts shall accept each deliverable within a reasonable time, unless Contractor is otherwise notified of a Defect. The Appellate Courts may withhold payment for any amount owing until all deliverables due are accepted.

B. Correction of Defect. Appellate Courts shall have the option to require Contractor to correct any Defect prior to acceptance of such services. No payment will be due for any defective deliverable until Contractor corrects the Defect. If the Appellate Courts place a deliverable into production use, prior to the correction of a Defect, the deliverable shall be deemed to have been accepted by the Appellate Courts and the payment applicable to delivery of such deliverable shall be due.

C. "Defect". "Defect" shall mean any material deficiency in any Deliverable, as reasonably determined by the Appellate Courts and Contractor, based on objective performance

criteria as mutually agreed to by the parties in the relevant Statement of Work or Project Plan.

39. **Criminal History Check.** The Appellate Courts may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Appellate Courts may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

40. **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 its 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 and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer"). 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 Appellate Courts 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 Appellate Courts 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.

41. **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the Appellate Courts or their clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

42. **Notices.** Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Appellate Courts' contract administrator and Contractor's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Appellate Courts:

TBD
1501 West Washington
Suite 105
Phoenix, AZ 85007

Notice to the Contractor:

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS

[VENDOR NAME]

BY: _____

BY _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Social Security or Federal Employer I.D. No.:
