



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 221
Phoenix, Arizona 85007

Request for Proposals

RFP 03-03

**Hardware, Software and Integration Services
For
Statewide Court Electronic Document Management
Systems**

April 25, 2003

TABLE OF CONTENTS

Page Number

SECTION 1

Introduction and Overview

1.1	Introduction	1
1.2	Proposers= Conference.....	1
1.3	Proposal Schedule	2
1.4	Proposal Evaluation.....	2
1.5	Proposal Discussions.....	3
1.6	Americans with Disabilities Act.....	3

SECTION 2

Instructions and Procedures for Submitting Proposals	4
-------------------------------------------------------------------	----------

SECTION 3

Specifications

3.1 <u>Purpose and Background</u>	7
3.2 <u>Statement of Work</u>	11
3.3 <u>Deliverables</u>	16
3.4 <u>AOC Role</u>	17

SECTION 4

Proposal Evaluation Criteria	18
-------------------------------------------	-----------

SECTION 5

Proposal Submittal Documents

Proposal Submittal Checklist.....	19
Submittal Letter.....	22
References.....	23
Vendor Profile	24

SECTION 6

Consulting Services Contract	25
-------------------------------------------	-----------

SECTION 7

Appendices

A. AZ Code of Judicial Administration 1-504	38
B. AZ Code of Judicial Administration 1-506	39
C. Supreme Court Rule 29.....	40
D. Supreme Court Rule 94.....	41
E. EDMS Pre-Implementation and Operation Checklist.....	42

SECTION 1 INTRODUCTION AND OVERVIEW

1.1 Introduction

The Arizona Judiciary is pursuing individual, local court implementations of Electronic Document Management Systems (EDMS) to reduce the use of paper in the courts, to improve workflow processes throughout the courts and to provide better access to court information to its constituencies.

The Arizona Supreme Court Administrative Office of the Court (AOC) intends to contract with multiple vendors to provide hardware, software and integration services to deliver to the courts a turn-key EDMS implementation. It is MANDATORY that vendors interested in bidding on the RFP be Authorized Service Providers for one or more of the following software development companies:

- Kofax Imaging Products
- Hyland OnBase Software

To reduce the complexity of support and integration, the Arizona Judiciary has standardized on Kofax imaging products and Hyland's OnBase software applications to electronically capture, store and manage its documents. The statewide case management software, AZTEC, has been "image-enabled" using these products and is currently operating in a production environment.

These two products were selected in a previously issued Request for Proposal issued by the Superior Court in Maricopa County. Through the life of that contract (through September, 2006) other government agencies may use the contract. This Request for Proposal is to provide for additional vendors to competitively provide this product and related services for over 140 Arizona courts that are using AZTEC and may elect to implement an electronic document imaging and management. This RFP also provides for the possibility of selecting an additional imaging product.

Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by **3:00 p.m. Arizona Time, Thursday, May 15, 2003**, in accordance with the schedule (see below).

The public opening will be conducted at 3:00 p.m. Arizona Time, or shortly thereafter, May 15, 2003, at the Arizona State Courts Building, 1501 West Washington, Conference Room 230, Phoenix, Arizona.

1.2 Proposers= Conference

No proposers= conference will be held.

1.3 Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) Published	4/25/03
b. Proposal Due Date*	5/15/03

Note: The Court reserves the right to deviate from this schedule.

*** Proposals received after 3:00 p.m. Arizona Time, on May 15, 2003 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

1.4 Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract shall be entered into with the responsible offerer(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Proposals. The Court reserves the right (prior to contract award) to inspect a vendors facilities.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing proposer located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

This RFP is being issued solely for the procurement of electronic document management system hardware and software products, and professional services in which no warranty, express or implied, is made to the contractor(s) by the AOC that any services or products will be purchased during the term of the contract. Any contract(s) awarded pursuant to this RFP shall state that the services will be purchased only on an "as needed" basis. The specific tasks, deliverables, and costs for services purchased under any contract(s) awarded pursuant to this RFP shall be detailed in a written work order signed by both parties.

Any contract(s) awarded shall be:

1. Based upon the response(s) most advantageous to the AOC, price and other factors considered.
2. Based upon the demonstrated competence and qualifications for the types of services required and at fair and reasonable prices.
3. Subject to the availability of funds.

Work orders will be negotiated between the court(s), or the AOC on behalf of the courts, and the vendor.

The AOC reserves the right to issue other Invitations for Bids, Requests for Proposals, or Requests for Qualification regarding the same or similar services as specified in this RFP during the term of any contract(s) awarded pursuant to this RFP.

It is the intention of the AOC to award contract(s) for a two-year period commencing on June 1, 2003, with options to extend annually for additional years pending availability of funds and satisfactory contractor performance. Multiple contracts may be awarded.

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

1.5 Proposal Discussions

Discussions may be conducted with responsible offerers 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. Proposers 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 offerers.

1.6 Americans with Disabilities Act

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

If you require special accommodations, please call (602) 542-9527 or text telephone (TDD) 542-9545.

SECTION 2
INSTRUCTIONS AND PROCEDURES

- 2.1 Vendors who wish to submit proposals for RFP 03-03 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
- 2.2 The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
- 2.3 The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court in accordance with the provisions of Arizona Revised Statutes 41-2501.E 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 Arizona Supreme Court Website at <http://www.supreme.state.az.us/rfp/pdf/procurement.PDF> or from Don Bentley, Arizona Supreme Court, at the address referenced on the cover page.
- 2.4 The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall disclose all such agreements.
- 2.5 Vendor Certification. By submission of a proposal, the vendor certifies that:
- A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
 - B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor.
- 2.6 Preparation of the Proposal
- A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, and all instructions. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.
 - B. Each vendor shall furnish all information required by the RFP. The vendor should refer to Section 5 which contains the proposal submittal checklist, to ensure all required materials have been enclosed. This section also specifies the content and organization of the information to be provided in the response.
 - C. Time, if stated as a number of days, will be calendar days.

2.7 Explanation to Proposers

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by May 5, 2003 to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 221
Phoenix, AZ 85007-3231
Email: dbentley@supreme.sp.state.az.us
Fax: (602) 542-9735

The question and response will be posted on the Arizona Judicial Department's website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at: <http://www.supreme.state.az.us/rfp>

2.8 Submission of Proposal

- A. Sealed proposals are due on or before **3:00 p.m., Arizona Time, May 15, 2003**, to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 221, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one original and 5 copies of each proposal. The vendor must also submit an electronic copy of the proposal in portable document format (pdf) on an IBM compatible diskette or CD-ROM.
- 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.

2.9 Public Opening

A public opening of proposals shall be held on **3:00 p.m. Arizona Time, May 15, 2003** at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the Proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the Court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

- 2.10 The contract shall be entered into with the responsible vendor whose proposal is determined in writing to be the most advantageous to the Judicial Branch unit, taking into consideration the evaluation factors set forth in the RFP.

SECTION 3 SPECIFICATIONS

3.1 Purpose and Background

A. Purpose

Increasing pressure to manage large volumes of paper and information are a serious issue in state and local government sectors. The Arizona Judiciary is implementing innovative ways to improve both citizen services and internal operations. Among its top priorities is to address the record storage and records management challenges of the courts.

The AOC is acting on behalf of the Arizona courts, in an effort to simplify the contracting process for various required services for an electronic document management system (EDMS) installation, including design, procurement, implementation, training, support and maintenance and to achieve the best possible pricing for those services (a one-stop shopping). This purchasing vehicle will allow the courts to contract directly with the vendors.

The successful vendors are required to make all EDMS hardware, software and services available to all courts in the Arizona Judiciary at the same cost and hourly rate, regardless of the size and location of the court. A “trip charge” may be added to the costs for those courts that are outside the 60-mile radius of a metropolitan area.

It should be noted that the AOC cannot guarantee the number of courts that will implement EDMS, which is dependant upon the need and the funding available for EDMS at each local court.

It is the intention of the courts that comprise the Arizona Judiciary to implement an EDMS, including imaging, document management and workflow, to manage court case files and selected administrative files. The recommended standard products, selected in 00240-RFP issued by the Superior Court in Maricopa County are Kofax’s imaging products (especially Ascent Capture Software Suite) and Hyland’s OnBase EDM software. The successful bidder of integration services for the Superior Court in Maricopa County was Wave Imaging Corporation. Per that contract, courts may elect to acquire EDMS from the existing Maricopa Superior Court contract. Implementation schedules and required services will vary according to available funding and the needs of individual courts that elect to implement. Specific equipment and software that may be recommended for various levels and volumes of courts throughout the state should be included to accommodate all requirements. The court will entertain selection of an alternative “front-end” imaging option in environments where lower volumes do not require the robustness of the Ascent Capture product. Only one such alternative may be approved for use to limit the complexity of the environment that must be supported.

B. Background Information

General

3.1 CURRENT ENVIRONMENT

The Arizona Judicial System has 15 courts of general jurisdiction (superior courts) and 163 limited jurisdiction courts – 84 municipal courts (also called city courts) and 79 justice of the peace courts. The limited jurisdiction courts process a variety of case types, including misdemeanors, local ordinances and decriminalized traffic cases, known as civil traffic violations. Juvenile and adult probation departments are a division of the Superior Courts.

Funding for the courts is provided by a variety of sources, including the state legislature, counties, cities or towns and various grant funding sources for special purposes. Court revenue from fees, fines and other sources is distributed to the state, counties, cities and other agencies according to predetermined formulas.

Arizona courts are custodians of the record (Statute 12-282) and are responsible for observing proper records management practices and maintaining important state court records. The Arizona Supreme Court sets records retention and destruction schedules. Most Superior Court case documents are retained permanently, while various lesser time frames are established for limited jurisdiction case records and appellate case records.

The Judicial Branch actively encourages courts to adopt new technology. Electronic records technologies are of great interest to many Arizona courts as storing and managing paper records becomes more difficult and expensive. Selected Arizona courts have begun to use imaging systems to varying degrees.

A pilot electronic document management project, partially funded with state judicial funds, is currently in progress in the Superior Court in Maricopa County. That court issued a Request for Proposal (00240-RFP) and awarded a contract on September 24, 2001 to Wave Imaging Corporation (WIC). The vendor's contract provided for implementation and integration services as well as for them to be the source of the proposed products which were Kofax's scanning software products and Hyland's OnBase Document Management System. Subsequently, per the provisions of the contract allowing other agencies to purchase from the contract, Superior Court in Pinal County acquired these products and services from WIC and implemented the system. As part of the implementation, the statewide case management system, AZTEC, used by 147 Arizona courts, was modified to interface with the document management system.

To leverage the efforts to date and to reduce the complexity of both integration and support requirements statewide, the courts have standardized on this suite of products which have been successfully implemented in these two sites. Now the courts wish to extend the number of vendors who might provide these services and products statewide. The intent is that a court may elect to use the provisions of the Superior Court in Maricopa County contract with Wave Imaging Corporation or to select vendors who have been awarded contracts under this request for proposal.

Description of the Arizona Limited Jurisdiction Court Automated Case Processing

All Arizona courts have automated case and cash management systems. Of the superior courts, all but the Superior Courts in Maricopa and Pima Counties use the statewide system, AZTEC. The majority of the 162 limited jurisdiction courts also use this same case management system; however, the majority of the volume is processed in courts that have separate and unique case management systems. Some of these non-AZTEC courts have imaging systems which are not subject to this standardization. These non-AZTEC courts are:

Justice of the Peace Courts:

- (1) Maricopa County's 23 justice courts use one system at present, but will be moving to AZTEC (probably within a year)
- (2) Pima County Consolidated justice court; and
- (3) Prescott Justice of the Peace Court (consolidated with the municipal court on the same system).

Municipal Courts (all in Maricopa County):

- (1) Phoenix,
- (2) Mesa,
- (3) Tempe,
- (4) Chandler,
- (5) Paradise Valley, and
- (6) Gilbert/Queen Creek.

Description of Court Software Environment.

The AZTEC case and cash management system is deployed as a fat client connecting to an Informix Dynamic Server database on an AIX or Unix-based server. With some exceptions, the courts using AZTEC have court-specific Informix databases on one of two RS/6000 servers located at the Administrative Office of the Courts. There are some Informix databases on these servers that contain records for multiple courts. The database exceptions not on the above servers are: Tucson City Court, which maintains its own RS/6000 server but the AOC supports their database, and the Scottsdale Municipal Court, which maintains both its HP UNIX server and its Informix database. Selected data for most AZTEC courts is also maintained on a Data Warehouse at the AOC and updated nightly. There are approximately 1500 computers in courts with the AZTEC client application. All AZTEC computers are on the Windows 2000 operating system, utilizing Microsoft Outlook 2000 for email and WordPerfect 8.0 and/or Word for word processing.

Courts that do not utilize AZTEC have either developed or purchased different case and cash management systems and have little or no commonality with AZTEC or with each other.

The current workflow and interface for the AZTEC court that has implemented EDMS is as follows:

1. Court staff enters document information to the “docketing” screen of the AZTEC case management system.
2. A bar-coded document coversheet is printed from the docket entry information.
3. The document is prepared for batch scanning with the coversheet.
4. Scanning occurs and at the scanning station, both the images and the index values derived from the bar-coded coversheet are validated.
5. Images are posted to the document management system and logged to an AZTEC update log file.
6. Nightly, posted images in the log file update AZTEC with scanning confirmation flag.

To access images:

1. The screen titled “register of actions” (where all documents and activities related to the case are listed) has a flag (scanning confirmation) on every entry with an associated document in the document management system.
2. Double-clicking on the flag invokes the document viewer and displays the document.

Description of the AOC Communications Infrastructure

The Arizona Judicial Information Network (AJIN) is primarily a frame relay network that connects 163 court sites. Of the 163 court sites, 107 have 56K circuits, 42 have T1 circuits and remaining 14 have 2MB or better circuits. Only Chandler Municipal, Gilbert/Queen Creek Municipal and Paradise Valley Municipal have no connection to AJIN at all. The communications protocol is primarily TCP/IP. All AJIN connected courts have email capability and have access to AJIN’s Intranet servers and the Internet.

Connections to external agencies are accomplished in a multitude of ways. The Department of Public Safety (DPS) has a 56K connection to the AOC utilizing an MQ Series Messaging server. Courts can access the Motor Vehicle Division (MVD) via the Arizona Department of Transportation (ADOT) mainframe over the States Metropolitan Network (MAGNET). Currently the AOC only uses a File Transfer Protocol (FTP) server to send information to MVD. State certified Defensive Driving Schools connect via a Virtual Private Network connection to AJIN to access the Defensive Driving application running on an AS/400 at the AOC.

More information on AJIN, as well as other AOC-supported systems, is part of the Information Technology Strategic Plan on the court's web site at: <http://www.supreme.state.az.us/cot/> under the "Documents" link.

Individual courts that implement EDMS will be operating on a local area network and will maintain their own document management hardware, software and maintenance. Their document traffic will remain, through the use of switches, on their local network even though their case management data resides at a central site.

There will be eventual implementations of electronic filing of documents, of public access to electronic documents, automated archiving of documents with criteria based on the records retention schedule and various sharing of documents both locally and across the judiciary's wide area network (AJIN). The installation, including its organization, parameters and settings, should not preclude these functions from being implemented.

3.2 Statement of Work

A. Summary Statement of Work

The AOC, on behalf of Arizona courts and their local government agencies (i.e. counties and cities), seeks vendors that provide an effective and structured approach to implement the selected EDMS system. In this context, implementation refers to all efforts required to provide a complete and functioning system using the products on which the judiciary has standardized and services to prepare the courts to use it effectively. This includes technology and implementation planning, detailed design, interfaces, hardware acquisition and installation, software integration, designing and programming minimal software modifications, testing, training, conversion assistance, end user and technical documentation, project management, and post-implementation warranty support. This must all be done in coordination with the AOC, who supports the network infrastructure, the desktop personal computers and the case management system.

Please note that the vendor does not have to agree to provide for all services (see below) in their response. Clearly identify which services the vendor is qualified to support.

B. Detailed Statement of WorkDescription of Services and Products Requested**Hardware and Software Procurement (reseller):**

- Kofax product line
- Hyland product line
- Scanners, juke boxes and other peripherals necessary for a complete electronic document management system.
- Servers and PC workstations (This is optional, as court has existing competitively priced contracts for procurement of this equipment; however, vendor must agree to providing the integration services needed to integrate equipment acquired in this fashion.)

Electronic Document Management Integration Services:

- Electronic Document Workflow Development
- Electronic Document Storage Options
- System Design, Configuration and Installation, Testing
- Post Implementation Support for EDMS including security administration (access restrictions) and document management, maintenance, troubleshooting (help desk)

Networking Services:

- Networking Services: Support coordinated with the AOC, Security, Disaster Recovery Planning
- Post Implementation Support for Network including help-desk, on-site maintenance and/or remote support
- Working in cooperation with the Arizona Judicial Information Network management staff at the AOC.

Software Development Services

- Integration with disparate systems if other documents with external management systems are added.
- Customization of the capabilities of off-the-shelf software

Document Conversion Services

- Digital to microfilm, paper to digital, film to digital, fiche to digital

Consulting Services

- Business process analysis and re-engineering; document and data analysis, hardware and software architecture analysis
- System design analysis. Other legacy system integration and/or non-case management system (AZTEC) records.

Detailed services and products that may be part of a court EDMS implementation

- EDMS System Design & Configuration
- Hardware
 - Procurement OR
 - Procurement facilitation with installation and support if court procures the server and workstation hardware from existing hardware contracts.
- Software
 - Procurement OR
 - Procurement facilitation with installation and support if court procures the software from existing software contracts
- Scanning Equipment Procurement, Installation, Testing, Support and Warranty
- Hardware and Software Installation
- Hardware and Software Testing
- Hardware and Software Support
- Manufacturer's Remote Support
- Software Revisions and Enhancements
- Remote Support via virtual private network.
- Training users to operate the system, perform maintenance and 1st-line troubleshooting tasks
- Providing Post Implementation Support
 - Network troubleshooting
 - Security access and implement restrictions for access
 - On-Site maintenance
 - Help Desk
 - Service Packages – blocks of on-site engineering hours that may be used for problem resolution, training, upgrades, maintenance
 - Standard and premium hours differential with response time guarantees
 - System maintenance
 - Licensed software maintenance
 - Upgrades, patches, fixes, corrections and new versions: identifying need, scheduling and installing.
 - Phone support
- Extending the integration of images with AZTEC for docketing, retrieval and viewing within court according to the development standards adopted by courts
- Assisting in developing an archiving strategy
- Conversion of images and metadata from existing EDMS systems.
- Providing other services as needed for individual courts

C. Technical Requirements

The solutions proposed must provide an open systems approach for a fully integrated, turnkey Electronic Document Management System. It also must be “built around” the standard document management software.

The proposed EDMS solution requirements will differ in the various courts due to their volume and workflow requirements.

Contractor shall:

- Include in the proposal a variety of scanning equipment to meet the needs of small to large volume requirements.
- Provide a price for conversion/importing existing image files
- Include storage capacity sufficient for the volume for 5 years plus optional back-scanning.
- Include back-up capabilities
- Propose the number, type and pricing of software licenses required for the turnkey software packages which may include but are not limited to, server operating system(s), database management, printing, management reporting , faxing, document viewing and any other software required to meet the technical environment.
- Be an authorized reseller/integrator for Kofax and/or Hyland products.
- Allow courts and their related government agencies (counties and cities) to purchase from vendor any software proposed at the costs proposed.
- Provide Technical Staff that includes Certified Document Imaging Architects (CDIA) and certifications from Hyland Software and Kofax.

The proposed solution shall:

- Convert hard copy documents to electronic form and store in an electronic document repository.
- Provide for conversion of scanned documents to portable document format.
- Be capable of accepting document into the repository through fax and electronic filing; automatic indexing of documents using forms based data accompanying documents or embedded in XML documents
- Convert electronic documents (minute orders, opinions, orders, pre-sentence investigation reports, etc.) created by the court using word processing software to an approved file format before filing in the repository (currently, tif or pdf with xml planned for the future following adoption of standards).
- Store and manage other types of non-document electronic objects in the repository
- Be capable of creating searchable text from images
- Provide full-text search and retrieval
- Organize and index electronic objects to permit later retrieval and viewing
- Provide for retrieving and viewing documents onscreen locally, from a remote court facility and over the Internet

- Provide for the creation of annotations on documents without altering them; annotations must be able to be viewed, deleted and printed.
- Print pages, documents, case files and other document objects from the repository
- Create, modify and process work through workflow applications that distribute files and documents electronically to other users at the same site or at remote sites
- Restrict the ability of users to view, add, modify and delete documents in the repository
- Provide the ability to electronically sign documents
- Provide for the capture and storage of electronic case management system reports, court reporter transcripts and financial reports in the repository for convenient access to historical information
- Create a record on appeal in electronic form which can be used by the appellate court without conversion or modification.
- Contain standard clients, programs, viewers, etc. to provide simple development of a standardized desktop PC image for distribution to all courts using AZTEC.
- Contain an automated installation program to provide for quick re-establishment of the required software and parameters should AZTEC PCs be re-imaged or replaced.
- Be installed and operated consistent with existing court rules for records management, electronic document management systems and Arizona Judicial Information Network (AJIN) security requirements. See attachments.

Please include in your responses as follows:

Hardware

Scanners: models, capacity/speed, descriptions, optional features, warranty period, price, annual maintenance price

Workstations: models, technical specifications, warranty period, price

Servers: models, technical specifications, warranty, price

Optional storage devices: models, technical specifications, warranty, price

Backup systems

Other required hardware/equipment

Optional hardware/equipment

Software

Scanning Software: Kofax products: software package, descriptions/features, types of licenses and per seat costs or enterprise/server-based cost. If dependent on number of pages scanned, specify ranges and price.

Document Management Software: software package, descriptions/features, types of licenses and per seat costs or enterprise/server-based cost. If dependent on number of users, specify ranges and price.

Other required software

Other optional software

D. Model Courts

In addition to providing detailed pricing for all the parts and pieces that might be included in an implementation, please provide a model configuration with all hardware, peripherals, software and services for the following:

Model for General Jurisdiction (Superior) medium-sized court:

100 users

All have at least viewing access; 10 are scanning and/or indexing

4 scanning stations

5,000 non-traffic cases per year (average 200 pages per case file)

Model for Limited Jurisdiction (Justice or Municipal) small-to-medium-sized court

7 users

All have at least viewing access; 4 are scanning and/or indexing

15,000 cases, (½ are civil traffic violations - average 5 pages per case and the rest average 25 pages per case)

Please include costs (and a specific description services and warranty provisions for the annual maintenance costs) over a five year period.

NOTE: In addition to proposing the adopted standard imaging software, Kofax Capture, the vendor may also elect to include an alternative product and the pricing for that product. Any differences in functionality, volumes, quality, etc. must be clearly identified as well as the reason for suggesting the alternative.

IT IS MANDATORY THAT IMPLEMENTATIONS OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEMS CONFORM TO EXISTING RULES AND STANDARDS. Refer to the appendices as well as the Rules of Court for details.

3.3 Deliverables

The deliverable to the court(s) that elects to purchase from this procurement is a turnkey imaging and document management system based on the specifications in this RFP and the specific volumes and staff of that court. The system must operate seamlessly with the existing case management system and with other optional systems such as MEEDS (minute entry electronic distribution system) as described above. The vendor must assure long-term support of the installation. The vendor must be able to provide limited customization that has minimal or no impact on any existing or developed interfaces to other systems. The vendor must work closely with the AOC to address any impacts on statewide systems, networks or security.

3.4 AOC Role

A. AOC Staff Participation

The AOC can provide full cooperation and limited support in the installation and on-going operation of electronic document management solutions. The AOC will:

1. Document the known interface points and processes for performing the AZTEC interface installation and operation.
2. Facilitate contacts and/or meetings with court personnel as needed.
3. Facilitate collection of additional materials if needed.
4. Facilitate an EDMS user group, if one is desired by participating courts.

Each local court will provide its own local technical support for day-to-day maintenance, troubleshooting and system administration and operation. Vendors should presume a minimum availability of technical resources.

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

- 4.1 An initial review to determine the responsiveness of the proposal to the requirements of the Request for Proposals 03-03. For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and 5 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than 3:00 p.m., Arizona Time, on May 15, 2003.
 - B. The proposal must include all items listed on the proposal submittal checklist (Section 5).
 - C. The original and all copies of the proposal must be in ink or typewritten. An electronic copy of the proposal must be submitted in portable document format.

- 4.2 An in-depth analysis and evaluation based upon the following criteria. The evaluation criteria are listed in order of relative importance:

<u>EVALUATION CRITERIA</u>	<u>RELATIVE IMPORTANCE</u>
A. Cost The cost of the solution, including individual licenses, hourly costs for services, on-going support and maintenance costs.	35%
B. Qualifications and Relevant Experience	35 %
1. An evaluation of vendor qualifications and expertise in the area of electronic document management systems and the standardized product sets based on summaries of and contact information for similar projects conducted by the proposed consultant(s).	
2. An evaluation of vendor qualifications and knowledge of court environment based on summaries of and contact information for technology-related projects performed by the proposed consultant(s) in court environments.	
C. Methodology Proposed	30%
1. Completeness and responsiveness to the services and deliverables specified in this RFP.	
2. Structured phasing of work.	
3. Evidence of project understanding and scope.	

SECTION 5
PROPOSAL SUBMITTAL DOCUMENTS

Proposal Submittal Checklist

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

- 5.1 Proposal Submittal Letter (see page 21)
- 5.2 Three references (see page 22). Additional references are encouraged.
- 5.3 Vendor Profile (see page 23)

COST:

- 5.4 Include proposal pricing sheets, with any indirect costs/expenses separately identified:

- \$ There should be a separate cost total and cost breakdown of hourly rates (by category) for the various kinds of services required/offered for the analysis, design, installation, implementation, training, support and on-going maintenance services.
- \$ If price breaks for blocks of hours are available, please feel free to include block pricing information.
- \$ The costs of licenses for clients as well as servers should be detailed. This should be broken down into required and optional software, e.g., digital to microfiche equipment and/or services. All functionality and/or listed in section 3.2 Statement of Work should be priced. Exceptions must be identified.
- \$ Indirect costs/expenses should include per trip charge and per diem.
- \$ A list with prices of the variety of equipment which may be suitable for courts of varying sizes and volumes. This includes scanners, workstations, servers, optical storage and any other recommended equipment. (See the 2002 Data Book on the Arizona Judicial Department's Internet site for the information on the number of personnel and the number of cases processed by each Arizona court.)
- \$ Pricing sheets should give hourly rates and any indirect costs for on-going consultation or project assistance following completion, delivery and acceptance of the work covered by this RFP. Services and functionality that may be required in an EDMS implementation are listed in Section 3.2, *Statement of Work*.

- § For post-implementation warranty support and for annual maintenance, provide you service level agreements which should include a description of services provided, what is covered under warranty and maintenance, the warranty period, the response time for addressing problems and the anticipated frequency of new releases with enhancements, etc.
- 5.5 A separate pricing sheet for each of the two “model courts” which includes all equipment, software and services recommended for an implementation and operation over a 5 year period. Please include equipment and license maintenance costs. The model court information can be found in Section 3.2.D.
- 5.6 Separate pricing sheets for any proposed alternative to the adopted scanning product (Kofax Ascent Capture) including new model court prices for basically/substantially the same functionality and volumes.

METHODOLOGY:

- 5.6 A description of your project approach and methodology should reflect an understanding of the breadth and scope of the work required to implement EDMS in a court.

The successful vendor(s) must include the following within its responses:

1. A representative project plan with deliverables, milestones, resources and relative schedule dates specified.
 2. A list of the additional information which must be provided by the court in order for the vendor to understand the court environment and thus plan for appropriate architecture, equipment, software license counts, etc..
 3. Written documentation of issues and concerns.
 4. Recommended project implementation strategies.
 5. A detailed list of software licenses, clients, etc. needed for the solution(s) customized for courts of varying sizes and volumes.
- 5.7 An explanation of the factors that influence selection of various options you have included in your proposal must be included. Functionality recommended as optional must be justified.

QUALIFICATIONS:

- 5.9 Identify the project manager and include resumes of all key personnel who will be performing the proposed work.
- 5.10 Include a description of any relevant and/or similar projects performed for courts.
- 5.11 Provide acknowledgments that all resources involved in the project are the proposer’s resources or identify exceptions.

ADDITIONAL INFORMATION:

5.12 Any additional descriptive/narrative data the proposer wants to submit may be included in this section.

Information requested above should be divided into separate tabs for each of the above categories.

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Mr. Don Bentley
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 221
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Proposals (RFP) 03-03 please accept the following.

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. the materials requested by the RFP are enclosed;
3. all information provided is true, accurate, and complete to the best of my knowledge;
4. 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)

Vendors shall provide at least three (3) references (Phoenix or Tucson metropolitan areas preferred). Please provide the following information for each reference:

CLIENT NAME: Identify the name of the client or site as appropriate.

CONTACT NAME: Identify who the point of contact at the client or site should be.

CONTACT INFORMATION: Provide the address and telephone number where the client or contact can be reached.

	<u>CLIENT NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT INFORMATION</u>
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number 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, fax number, and mailing address).

Who in your company is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, 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 most recent annual report and financial statement.

Comment on any partnerships(s) with other vendors.

SECTION 6

CONSULTING SERVICES CONTRACT

Arizona Supreme Court
Administrative Office of the Courts

PERSONAL SERVICES CONTRACT

[subject]

This Contract is made by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, herein referred to as "AOC," located at 1501 West Washington, Suite 415, Phoenix, Arizona, 85007, and [Contractor], herein referred to as "Contractor," a corporation doing business at [address].

Recitals

1. Article 6, Section 3, of the Arizona Constitution grants administrative supervision over all the courts of the state to the Arizona Supreme Court. The Court is also responsible for administering several state-funded or authorized programs.
2. In carrying out its constitutional and statutory responsibilities, the Court, through the AOC, provides administrative support and technical assistance to all of Arizona's courts.
3. The AOC desires to employ the Contractor to perform the consulting services described in Request for Qualification No. [RFQ #] on an "as needed" basis for any of Arizona's courts. Services provided under this Contract shall be specified in written work orders signed by both parties.

Now, therefore, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

Terms and Conditions

1. Duration of Contract

- a. **Duration.** This Contract shall begin on [start date] and terminate on [end date].
- b. **Extension of Term.** The Contract may be extended at the AOC's option. To extend the term, AOC shall provide written notice to Contractor of its desire to extend the Contract not less than 60 days prior to the expiration of the Contract term or any subsequent extension.

2. Description of Services

Contractor shall provide the services described in Attachment A as further specified in a written work order signed by both parties.

3. Payment for Services

- a. Payment Schedule.** The AOC shall pay the Contractor for services performed under this Contract at the rates set forth in Attachment A as further specified in the applicable work order. Reimbursement for travel expenses, if any are allowed, shall be made upon the Contractor's submission of a completed Travel Expense Record Worksheet furnished by the AOC and receipts as required by the AOC on or before the 15th day following the month in which travel occurred.
- b. Method of Payment.** Payment shall be made upon the submission of an invoice as provided in the work order. The AOC shall process and remit to Contractor a warrant for payment of services within 30 days of the date of receipt of Contractor's correct invoice.

4. Availability of Funds

Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of this contract shall be come effective only when funds appropriated for the purpose of compensating Contractor actually become available to the AOC for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under this Contract and shall keep the Contractor informed as the availability of funds. The AOC shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

5. Assignments and Subcontracts

No rights or obligations under this Contract shall be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the AOC.

6. Other Contracts

The AOC may perform additional work related to this Contract or award other contracts for such work. The Contractor shall cooperate fully with such other contractors or state employees in the scheduling of and coordination of its won work with such additional work.

7. Confidentiality of Records

The Contractor shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in its records or obtained from the AOC or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this Contract. Persons requesting such information shall be referred to the AOC. The Contractor also agrees that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of Contractor as required for the performance of duties under the Contract, except upon the prior, written consent of the AOC. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.

8. Ownership of Information

Title to all reports, information, data or custom software applications prepared by Contractor in performance of this Contract shall be assigned to the Court. Subject to applicable state and federal laws and regulations, Court shall have full and complete rights to reproduce, duplicate, disclose, freely distribute to others and otherwise use all such information. The Contractor may use data and reports resulting from this Contract without cost for internal or academic purposes. The Court shall have the exclusive right to use, sell, distribute, license, reproduce, modify, enhance and otherwise maintain or dispose of the source code from any custom application software developed in performance of this Contract.

9. Books and Records

- a. Retention.** Contractor shall retain and shall require its subcontractors to retain all financial books, records, and other documents relevant to this Contract for five years after final payment or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by AOC shall have full access to, and the right to examine, copy, and make use of any and all said materials.
- b. Adequacy of Records.** Contractor shall reimburse AOC for services that are not adequately supported and documented in the Contractors books and records for work performed under this contract.

10. 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 AOC, by auditors designated by the AOC, or by any other appropriate agency of the state or federal government.

11. Indemnification

Contractor agrees to defend, indemnify, and hold harmless the State of Arizona and its departments, agencies, boards and commissions, and all its officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs, and expenses of whatsoever kind or nature arising out of, resulting from, or which would not have occurred or existed but for the negligence of the Contractor, its employees, or its agents.

12. Insurance.

Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

- a.** Commercial General Liability, with minimum limits of \$1,000,000 per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Services Office, Inc. Form CG25031185, issued on an occurrence basis and endorsed to add the State of Arizona and Arizona Supreme Court as Additional Insureds with reference to this contract. The policy shall include coverage for:
 - Bodily Injury
 - Broad Form Property Damage (including completed operations)
 - Personal Injury
 - Blanket Contractual Liability
 - Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract
 - Fire Legal Liability

- b.** Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and Arizona Supreme Court as Additional Insureds with reference to this contract.

- c. Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for the state of hire.

- d. Professional Liability Insurance with minimum limits of \$1,000,000 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions providing services under this Contract. The State of Arizona and Arizona Supreme Court shall be named as Additional Insureds as their interests may appear. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.
- e. AOC reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of the contract. Upon such request, Contractor shall deliver the requested information within 10 calendar days.
- f. Certificates of Insurance acceptable to the AOC shall be issued and delivered prior to the commencement of the work defined in this Contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Supreme Court as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the AOC. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this Contract.
- g. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the AOC may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the AOC or the State of Arizona shall be repaid by the Contractor upon demand, or the AOC may offset the cost for the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the AOC. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State of Arizona, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

13. Termination

The AOC may terminate this Contract under any of the following conditions:

- a. Without Cause.** The AOC, in addition to other rights set forth elsewhere in the Contract, reserves the right to terminate this Contract, in whole, or in part, without cause, effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor. In the event of termination, the Contractor shall stop all work as specified in the notice of termination and immediately notify all subcontractors in writing to do the same. Contractor shall be paid the Contract price for all services and items completed up to the date of termination. Upon such termination, the Contractor shall deliver to the AOC a complete set of all documents, programs, and other information described as deliverables in the work order.
- b. Undue Influence.** The AOC 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 state 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; provided, that the existence of the facts upon which the AOC makes such findings shall be in issue and may be reviewed in any competent court. If the Contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality, or subdivision thereof, the AOC shall be entitled, by way of penalty, to exemplary damages in the amount of three times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, in addition to any other damages to which it may be entitled by law.
- c. Conflicts of Interest.** The AOC 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 AOC 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 the 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 Administrative Director is received by all parties to the Contract unless the notice specifies a later time.

14. Default

- a. Termination for Cause.** The AOC, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract in whole or in part, effective ten (10) days after mailing written notice of termination by certified mail, return receipt request, to Contractor, if it is determined that the Contractor has failed to perform any requirements of this Contract or any work order or has failed to make satisfactory progress toward performance. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- b. Alternative Services.** In the event the AOC terminates this Contract in whole or part as provided in this section, the AOC may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated, and unless the Contractor is a governmental agency, instrumentality, or subdivision thereof, it shall be liable to the AOC for any excess costs incurred by the AOC in obtaining such similar services.
- c. Partially Completed Reports.** If this Contract is terminated as provided herein, the AOC, in addition to any other rights provided in this section, may require the Contractor to transfer title to and deliver to the state, in the manner and to the extent directed by the AOC, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the AOC shall be at the Contract price. Payment for partially completed reports and other documentation delivered to and accepted by the AOC shall be in an amount agreed upon by the Contractor and the AOC.

15. Recoupment of Contract Payments

- a. Unearned Funds.** Any unearned AOC funds that have been paid to the Contractor and remain in its possession at the end of the Contract period, or at the time of termination of the Contract, shall be refunded to the AOC within thirty (30) days thereafter.
- b. Inappropriate Expenditures.** The contractor shall reimburse the AOC for all Contract funds expended which are determined by the AOC or the Auditor General not to have been spent by the Contractor in accordance with the terms of this Contract.

- c. **Audit Exceptions.** If state or federal audit exceptions are made relating to this Contract, the Contractor shall reimburse all costs and fees of whatever nature incurred by the State of Arizona and the AOC associated with defending against the audit exception or performing an audit or follow-up audit.

16. Disputes

Any dispute arising under the Contract shall initially be decided by the AOC contract administrator. The contract administrator's decision may be appealed according to AOC Administrative Policy 7.04. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract in accordance with the contract administrator's decision. Notice is provided of the arbitration requirements of A.R.S. §§ 12-1518 and 12-133.

17. Warranty

Contractor warrants that all work and materials provided under this Contract shall conform to Contract requirements and the specifications of the applicable work order. Any work determined by the AOC to be in nonconformity with this warranty shall be corrected at the Contractor's expense, for up to one (1) year following the completion or termination of this Contract. This warranty is in addition to any equipment or service warranties provided by manufacturers or approved subcontractors.

18. Infringement of Patents and Copyrights

The Contractor, at its own expense, will defend any claim or suit which may be brought against the state for the infringement of United States patents or copyrights arising from the Contractor's or AOC's use of any equipment, materials, processes, applications, or other information prepared or developed in connection with performance of this Contract, and in any suit will satisfy any final judgment for such infringement. The AOC will give the Contractor written notice of such claim or suit and full rights and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the AOC or the state may participate in the defense of any such action, but not costs or expenses shall be incurred for the account of Contractor without written consent. If in Contractor's opinion, the equipment, materials, processes, applications, or other information mentioned here is likely to or does become the subject of a claim of infringement of a United States patent or copyright, the, without diminishing Contractor's obligation to satisfy any final award, Contractor may, with the AOC's written consent, substitute other equally suitable equipment, materials, processes, applications, or other information, or at Contractor's option and expense, obtain the right for Contractor or the AOC to continue the use of such equipment, materials, processes, applications or other information.

19. Non-Discrimination

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

20. General Requirements

- a. 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 disputes thereunder. Any action relating to this Contract shall be brought in an Arizona court. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply but do not require an amendment.
- b. Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
- c. Licenses and Permits.** Contractor shall, at its expense, obtain and maintain all licenses, permits, and any other authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation.
- d. Independent Contractor Status.** Contractor is an independent contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the State of Arizona or the AOC.
- e. 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.
- f. 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.
- g. Performance Guarantees.** AOC reserves the right to require performance bonds, retainage or other forms of performance guarantees and may provide for liquidated damages in the event of delay or failure to perform in an applicable work order.

21. Notices

Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the AOC's contract administrator and Contractor's representative at the addresses specified 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 be certified mail, return receipt requested.

Notice to the AOC:

Administrative Office of the Courts
 Arizona Supreme Court
 1501 W. Washington, Suite 415
 Phoenix, Arizona 85007
 Attn: Don Bentley
 Contract Administrator

Notice to the Contractor:

[Name]
 [Address]
 [City, state and zip]
 Attn: [Name of representative]

22. Statewide Purchasing [Optional]

Any Arizona court or any political subdivision on behalf of a court may purchase services described in this Contract for use by Arizona courts or judicial branch units. Contractor agrees to provide such services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the AOC which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the AOC inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

23. Amendments and Waivers

Amendments to this Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of this Contract shall be waived or modified without a written amendment to this Contract.

24. Criminal History Check

The AOC 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 AOC 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.

ARIZONA SUPREME COURT
Administrative Office of the Courts

[CONTRACTOR]

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Federal Employer Identification
Number: _____

ATTACHMENT A

Services

Rates

The parties may agree to order certain work at a fixed fee, as long as the cost does not exceed the hourly rate estimate.

AOC will reimburse travel expenses at state reimbursement rates if approved by AOC in advance.

SECTION 7

APPENDIX A

AZ Code of Judicial Administration 1-504

<http://www.supreme.state.az.us/orders/admcode/pdfcurrentcode/1-504.pdf>

SECTION 7

APPENDIX B

AZ Code of Judicial Administration 1-506

<http://www.supreme.state.az.us/orders/admcode/pdfcurrentcode/1-506.pdf>

SECTION 7

APPENDIX C **Supreme Court Rule 29**

<http://azrules.westgroup.com/Find/Default.wl?DocName=AZSCTR29&FindType=W&DB=AZ-TOC-WEB%3BSTAAZTOC&RS=WLW2%2E07&VR=2%2E0>

SECTION 7

APPENDIX D

Supreme Court Rule 94

<http://azrules.westgroup.com/Find/Default.wl?DocName=AZSCTR94&FindType=W&DB=AZ-TOC-WEB%3BSTAAZTOC&RS=WLW2%2E07&VR=2%2E0>

SECTION 7
APPENDIX E

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM PRE-IMPLEMENTATION AND OPERATION CHECKLIST

Court:

Date:

Prepared By:

U for yes Comment

Business Need: **SECURITY**

U Security to prevent unauthorized access or changes to records

[ACJA § 1-504.C.2]

Includes:

- Restricted access to server;
- ID and password maintenance for server, EDM system and documents;
- System monitoring;
- Limited and secured remote and dial-up access

U Appropriately limit access to confidential documents

[ACJA § 1-504.E.1]

Business Need: **RELIABILITY**

U Written procedures to assure records are true and correct copies

[ACJA § 1-504.C.3]

Includes:

- Documentation and tasks for EDMS operation and workflow;
- Training;
- Disaster recovery plan;
- Technical documentation of infrastructure;
- Virus checking;
- UPS;
- Proper server environment;
- Backups and off-site storage;
- Testing backups;
- System administration and activity logs.

U for yes **Comment**

U ANSI/AIIM standards for quality and image
[ACJA § 1-504.D.5 & 6]

U quality control for indexing
[ACJA § 1-504.D.8]

U annual inspection and testing
[ACJA § 1-504.F.3]

Business Need: ACCESSIBILITY

U Non-proprietary system
[ACJA § 1-504.C.1]

U Non-proprietary image format or bridging
method
[ACJA § 1-504.D.1 & 2]

U Detailed description of image format from
vendor
[ACJA § 1-504.D.3]

U Support 200 dpi or higher
[ACJA § 1-504.D.4]

U Access with ANSI SQL
[ACJA § 1-504.D.7]

U Provide access to records per Rule 123
[ACJA § 1-504.E.1]

**Business Need: LONG TERM STORAGE
AND ARCHIVING**

U Retention identification in indexing
[ACJA § 1-504.D.9]

U ANSI/AIIM compliant media
[ACJA § 1-504.F.1]

U Appropriate use and storage of media
[ACJA § 1-504.F.2]

U Non-reusable archival media
[ACJA § 1-504.F.4]

U for yes **Comment**

U Follow record retention schedules
[ACJA § 1-504.F.5]

Business Need: SUPPORT

U Planned migration
[ACJA § 1-504.E.2]

Includes:

- Replacing or upgrading obsolete devices, media and equipment.

U Backward-compatible upgrades or migrations
[ACJA § 1-504.E.3]

U Periodically refresh media
[ACJA § 1-504.E.4]

U Budget 5-10% for annual support

U Reserve 10-20% annually for replacements and upgrades.

Reviewed and approved:

Official one

Date

Official two

Date

And please remember that if your court intends to place other documents like minute entries or other court-generated documents into the EDMS directly without the intermediate scanning process, this constitutes a kind of electronic filing. Various additional provisions that can be found in ACJA § 1-506, *Filing and Management of Electronic Court Documents*, will also apply. There is a checklist for the implementation of electronic filing pilots.