



ARIZONA SUPREME COURT

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

Request for Proposals

RFP 08-01

Statewide Arizona Courts Electronic Filing System

August 4, 2008

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SECTION 1

Introduction and Overview

Introduction

The Arizona Supreme Court (hereinafter referred to as “Court”) is requesting proposals from qualified bidders for a statewide Arizona Courts Electronic Filing System (hereinafter referred to “E-Filing System”). Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by September 26, 2008 at 3:00 PM Mountain Standard Time (Phoenix, Arizona Time) in accordance with the schedule below.

The public opening will be conducted on September 26, 2008 at 3:00 PM Mountain Standard Time (Phoenix, Arizona Time) at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

Proposers’ Conference

A Proposers’ Conference will be held on August 14, 2008 at 10:00 AM Mountain Standard Time (Phoenix, Arizona Time) at the Arizona State Courts Building, 1501 W. Washington, Conference Room 345, Phoenix, Arizona.

Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	August 4, 2008
b. Proposer’s Conference	August 14, 2008
c. Deadline to Submit Written Questions	August 18, 2008
d. Response to Written Questions/ RFP Amendments	September 5, 2008
e. Proposal Due Date*	September 26, 2008

The Court reserves the right to deviate from this schedule.

* **Proposals received after September 26, 2008 at 3:00 PM Mountain Standard Time (Phoenix, Arizona Time) will be**

accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.

Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible bidder(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 vendor's facilities, and to consider other sources of information to determine evaluation scores.

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 bidder 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 bidders 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. Multiple contracts may be awarded.

Proposal Discussions

Discussions may be conducted with responsible bidders 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. Bidders 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 bidders.

Americans with Disabilities Act

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

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

SECTION 2

Instructions and Procedures for Submitting Proposals

1. Necessary Documents. Vendors who wish to submit proposals for RFP 08-01 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 or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. Procurement Rules. 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 the 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 Don Bentley, Arizona Supreme Court at the address referenced on the cover page.
4. Subcontractors. 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.
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.
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.

C. Time, if stated as a number of days, will be calendar days.

7. Explanation to Bidders

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 August 18, 2008 to:

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

The question and response will be posted to 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>.

8. Submission of Proposal

A. Sealed proposals are due on or before September 26, 2008 at 3:00 PM Mountain Standard Time (Phoenix, Arizona Time) to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.

B. **Proposals must be submitted in a sealed envelope with the RFP number and the 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 six (6) copies of each proposal.

- 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.

9. Public Opening

A public opening of proposals shall be held at on September 26, 2008 at 3:00 PM Mountain Standard Time (Phoenix, Arizona Time) at the Arizona State Courts 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. 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.

10. Contract

The contract(s) shall be entered into with the responsible vendor(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 RFP.

SECTION 3

Scope of Work

A. Strategic Intent

Background

The Arizona State court system has been engaged in improving the efficiency and responsiveness of the courts through the application of technology and business process engineering since the early 1990s. Every court in the state has an automated case management system and is connected to a digital communications network. Additionally all of the General Jurisdiction Courts have an electronic document management system and are in various stages of digitizing case files.

Since the late 1990s some of Arizona's more innovative courts have developed pilot programs for electronic filing. Several of these have gained national recognition. These initiatives have given the courts invaluable insight into the challenges, opportunities and imperatives inherent in a successful electronic filing program.

In the Spring of 2008 the Arizona Judicial Council and Chief Justice of the Arizona Supreme Court, recognizing the opportunities and need for the next evolutionary step in court automation, directed the Administrative Office of the Courts to initiate a project to develop a statewide electronic filing system and implement a pilot court by the Q2 2009. The Chief Justice, Ruth McGregor, laid out four key directives to guide this initiative, i.e., that the electronic filing system:

1. Must be a statewide system for all our courts; General Jurisdiction, Limited Jurisdiction, and Appellate
2. Must apply to all types of cases, e.g. criminal, civil, special actions, etc.
3. We must adopt a system that is court-powered and court-managed. The Court must maintain its independence from excessive reliance on any one entity or vendor. Additionally, the Court shall maintain ownership and control of case data and documents.
4. The system we choose must be a first-class e-filing system. The system must provide, eventually if not initially, all the services that court users need, including initial filing and service of process.

Project Overview

The Arizona Courts intend to construct an Arizona Court Filing Service which will provide citizens of Arizona and clients of the courts a single portal with which to conduct business, no matter the court or type of case. This portal will allow attorneys and parties to cases in the courts to rapidly access and file information pertinent to those cases in any court in a seamless, easy to understand way.

The Judiciary has made significant investments in the automation of the courts. These investments lay a significant foundation for the envisioned electronic filing service. However, several key components are necessary to complete and integrate the technologies into a cohesive and reliable system. The court is, therefore, seeking to develop a partnership with a company with proven electronic filing experience to construct, deploy and operate a public facing Internet electronic filing portal that integrates with court automation systems and comports with the directives of the Arizona Chief Justice.

The Court is seeking a partner that can:

- Provide a robust Electronic Filing Manager that can support multiple, unique jurisdictions and integrate into the courts Enterprise Service Bus (which manages message/data distribution across the courts)
- Comply with national electronic filing standards (ECF) and any extensions required to support the Arizona initiative
- Deploy and support an easy to use Internet-based portal that supports both free-form pleadings and form based filings
- Provide support to users of the system
- Collect and distribute filing fees
- Provide Service of Process
- Provide other value-added services to users (e.g. Intelligent/Assistive Forms, Public Access to Court Documents, Application Development for Specialized Filer Needs)

To comply with Arizona Judicial Council directive # AJC 2008-07 and to ensure that the courts can continue to provide a quality and cost-effective service to filers, the Court insists on ownership of the Electronic Filing Manager and any transactional interface formats utilized beyond the ECF standard.

While this RFP attempts to layout an approach to providing this system, the Court is interested in alternative approaches, ideas, and business models that could more effectively accomplish the goals as outlined above.

B. Description of Appellate Courts

Arizona's principal appellate courts are the Arizona Supreme Court, Court of Appeals Division One, and the Court of Appeals Division Two.

1. Arizona Supreme Court

Per Article VI Section 5 of the Arizona Constitution, the Supreme Court shall have:

- a. Original jurisdiction of habeas corpus, and quo warranto, mandamus, injunction and other extraordinary writs to state officers
- b. Original and exclusive jurisdiction to hear and determine causes between counties concerning disputed boundaries and surveys thereof or concerning claims of one county against another
- c. Appellate jurisdiction in all actions and proceedings except civil and criminal actions originating in courts not of record, unless the action involves the validity of a tax, impost, assessment, toll, statute or municipal ordinance
- d. Power to issue injunctions and writs of mandamus, review, prohibition, habeas corpus, certiorari, and all other writs necessary and proper to the complete exercise of its appellate and revisory jurisdiction
- e. Power to make rules relative to all procedural matters in any court.
- f. Such other jurisdiction as may be provided by law

Each justice of the Supreme Court may issue writs of habeas corpus to any part of the state upon petition by or on behalf of a person held in actual custody, and may make such writs returnable before himself, the Supreme Court, appellate court or superior court, or judge thereof.

2. Court of Appeals

The Arizona Court of Appeals is the intermediate appellate court for the State of Arizona. Twenty-two judges sit on the court: sixteen in Division One, located in Phoenix, and six in Division Two, located in Tucson. Division One hears cases originating in Maricopa, Yuma, La Paz, Yavapai, Coconino, Navajo, Apache, and Mohave Counties, while Division Two hears cases originating in Pima, Graham, Santa Cruz, Cochise, Gila, Pinal, and Greenlee Counties.

The Court of Appeals decides cases in panels of three judges, called departments. Each department has a presiding judge elected by the three department judges. Each division also has a Chief Judge and Vice Chief Judge, elected by all judges in the division.

The Court of Appeals decides appeals in many types of cases. It has jurisdiction to consider appeals in civil cases from superior court. It decides appeals in criminal matters from superior court, except when a death sentence has been imposed – those cases go directly to the Supreme Court of Arizona.

The Court of Appeals also reviews juvenile and domestic relations matters from the superior court, workers' compensation decisions of the Industrial Commission, rate-design and rate-making decisions of the Arizona Corporation Commission, and unemployment benefits decisions of the Appeals Board of the Arizona Department of Economic Security. Division One also has statewide jurisdiction to review decisions of the Arizona Tax Court.

The Court may also decide "petitions for special action," which is Arizona's term for petitions for special writs, such as certiorari, mandamus and prohibition.

C. Description of General Jurisdiction Courts

The superior court is the state's general jurisdiction court. It is a single entity with locations in each county. Each county has at least one superior court judge. In counties with more than one superior court judge, the judges operate in numbered divisions.

Article VI § 14 of the Arizona Constitution provides the superior court with jurisdiction over:

- cases and proceedings in which exclusive jurisdiction is not vested by law in another court;
- equity cases that involve title to or possession of real property or the legality of any tax, assessment, toll or municipal ordinance;
- other cases in which the value of property in question is \$1,000 or more, exclusive of interest and costs;
- criminal cases amounting to a felony, and misdemeanor cases not otherwise provided for by law;
- forcible entry and detainer actions (evictions of renters);
- proceedings in insolvency (however, bankruptcy is handled in federal court);
- actions to prevent or stop nuisances;
- matters of probate (wills, estates);
- dissolution or annulment of marriages (divorces); including post decree enforcement of court orders;
- naturalization and the issuance of appropriate documents for these events; and,
- special cases and proceedings not otherwise provided for, and such other jurisdiction as may be provided by law.

Appellate Court Role of the Superior Court:

The superior court acts as an appellate court for justice and municipal courts

Probation Supervision

The superior court probation department supervises adults and juveniles on probation.

Court Personnel

In the superior court system, each court is entitled to one superior court judge and one additional judge for every 30,000 county residents or majority fraction thereof.

Superior court judges serve four year terms. There are now more than 174 Arizona superior court judges, most of whom are in Maricopa and Pima Counties.

The Arizona Supreme Court designates a presiding judge for counties with two or more superior court judges. In single-judge counties, that judge holds the administrative authority.

A 1971 state law (A.R.S. § 12-141) authorized the Chief Justice of the Supreme Court to appoint judges pro tempore (temporary judges) for six month terms to assist with caseloads. These judges usually work part-time. A judge pro tempore must be at least 30 years of age, of good moral character, a resident of Arizona and admitted to the practice of law in Arizona for not less than five years immediately preceding the appointment. A judge pro tempore may be appointed to serve in the county where he or she lives, or another county.

Each county has a superior court clerk elected to a four year term. The clerk has custody of and maintains court case files; certifies documents; collects fees; issues summonses, subpoenas, and marriage licenses; and performs other duties required by law, e.g., acts as an acceptance agency for passports. Some counties offer these services in more than one location.

In some counties, the clerk also serves as the jury commissioner. However, in larger counties, a separate jury commissioner may be appointed.

Larger Arizona counties also have court administrators to assist the presiding judge with case flow management, records management, financial management and other administrative projects.

A county's superior court presiding judge may appoint court commissioners to perform limited judicial duties if the county has at least three judges. These commissioners hear cases where an uncontested charge has been entered. They may also conduct the initial appearance of a defendant charged with a crime.

Juvenile Court:

Superior Courts with more than one judge also have a juvenile court as a special subdivision. One or more superior court judges are assigned to hear all juvenile cases involving delinquency, incorrigibility and dependency. Juvenile traffic cases may be heard by a court other than the juvenile court (if the presiding juvenile court judge allows it).

Tax Court:

The Tax Court, established in 1988, has jurisdiction over all questions of law and fact relating to disputes involving the imposition, assessment or collection of Arizona taxes. Although the Tax Court is a department of the Superior Court in Maricopa County, it handles cases across the state.

A taxpayer may choose to use the small claims division of the Tax Court for certain cases. The small claims division hears disputes concerning the valuation or classification of class five property (your home), or where the full cash value of all real and personal property does not exceed \$300,000. In addition, the small claims division judges hear all tax cases in which the amount of taxes, interest at the time of assessment, and penalties is less than \$5,000. There is no right to appeal the decision of the Tax Court's small claims division.

Arbitration:

Arizona statutes require arbitration in most civil cases not exceeding \$50,000. These cases are heard by one to three arbitrators who are attorneys appointed by the court. Hearings are conducted in an informal setting and manner that saves money and reduces the number of cases in trial courts. Arbitrators act as judges. They listen to both sides and make decisions based on the law. Arbitration decisions can be appealed, but usually are not. When a decision is appealed, the case is heard from the start (trial de novo) in superior court.

The Superior Court of the State of Arizona has the primary locations in the following areas:

- a. Apache County (St. Johns)
- b. Cochise County (Bisbee)
- c. Coconino County (Flagstaff)
- d. Gila County (Globe)
- e. Graham County (Safford)
- f. Greenlee County (Clifton)
- g. La Paz County (Parker)
- h. Maricopa County (Phoenix)
- i. Mohave County (Kingman)
- j. Navajo County (Holbrook)
- k. Pima County (Tucson)
- l. Pinal County (Florence)

- m. Santa Cruz County (Nogales)
- n. Yavapai County (Prescott)
- o. Yuma County (Yuma)

D. Description of Limited Jurisdiction Courts

1. Municipal Courts

Many incorporated cities or towns have a municipal court, also known as a city court or magistrate court. Municipal courts have criminal jurisdiction over misdemeanor crimes and petty offenses committed in their city or town. They share jurisdiction with justice courts over violations of state law committed within their city or town limits.

Municipal court judges (magistrates) hear misdemeanor criminal traffic cases such as driving under the influence of alcohol, hit-and-run and reckless driving where no serious injuries occur. They hear civil traffic cases, violations of city ordinances and codes, and issue orders of protection and injunctions prohibiting harassment. They can also issue search warrants. They DO NOT hear civil lawsuits between citizens.

City charters or ordinances establish the qualifications of these judges. Some cities do not require municipal court judges to be attorneys. City or town councils appoint their judges, except in Yuma, where municipal court judges are elected. Judges serve terms set by the city or town council; their terms must be at least two years.

Judges have court clerks who provide clerical assistance and schedule cases. In larger cities, the judges may also have court administrators.

There are 84 Municipal Courts in Arizona.

2. Justice of the Peace Courts

Each county's board of supervisors sets the geographical boundaries, known as precincts, of that county's justice of the peace courts. Generally, these precincts are larger than city or town limits and typically incorporate an entire city or town, and pieces of other communities as well. Although these geographical boundaries can be changed, the precincts cannot be abolished until the four year term of the current justice of the peace expires.

Justice of the peace courts hear traffic cases and certain criminal and civil cases, including domestic violence and harassment cases. They can issue search warrants. Their civil jurisdiction is limited to cases involving claims less than \$10,000.

Justice courts share jurisdiction with the superior court in cases of landlord/tenant disputes where damages are between \$5,000 and \$10,000. They can hear matters regarding possession of, but not title to, real property. Disputes involving amounts greater than \$10,000 must be filed in the superior court.

When conducting preliminary hearings on felonies, justice court judges may require defendants to answer criminal charges in superior court. They also may dismiss charges if there is no probable cause to believe the defendant is guilty.

Justice courts have criminal jurisdiction over:

- Petty offenses and misdemeanors;
- Assault or battery — less serious offenses not committed on a public officer while performing his or her duties;
- Breaches of peace and committing a willful injury to property;
- Misdemeanors and criminal offenses punishable by fines not more than \$2,500, or imprisonment in county jail, not more than six months, or both fine and imprisonment; and,
- Felonies for the purpose of issuing warrants and conducting preliminary hearings.

There are 78 Justice Courts in Arizona.

E. Description of Initial Case Filing Statistics throughout Arizona in FY 2007

1. The majority of case file submission activity within the General Jurisdiction is due to subsequent filings
2. The criminal and civil traffic initial filings, reported within the Limited Jurisdiction Courts tables, are not part of this RFP, although subsequent associated filings may be a part of this RFP

<i>Initial Case Filings – Statewide FY 2007 Summary Comparison</i>	
Court Level	Initial Filings
Arizona Supreme Court	1,161
Court Of Appeals	
Division One	2,676
Division Two	859
Total Court of Appeals	3,535

<i>Initial Case Filings – Statewide FY 2007 Summary Comparison</i>	
Court Level	Initial Filings
Superior Court	211,380
Tax Court	916
Total General Jurisdiction	212,296
Justice Courts	916,666
Municipal Courts	1,532,792
Total Limited Jurisdiction	2,449,458
Grand Total	2,666,450

<i>Superior Courts – Statewide FY 2007 Initial Case Filings Activity</i>	
Case Type	Initial Filings
Criminal	59,601
Civil	58,291
Domestic Relations	51,720
Probate	12,652
Juvenile	24,371
Mental Health	4,745
Total	211,380

<i>Justice Courts – Statewide FY 2007 Initial Case Filings Analysis</i>	
Case Type	Initial Filings
Criminal Traffic	145,849
Civil Traffic	415,550
Misdemeanor	119,400
Felony	27,250

<i>Justice Courts – Statewide FY 2007 Initial Case Filings Analysis</i>	
Case Type	Initial Filings
Civil	206,254
Non-Criminal Local Ordinances	2,363
Total	916,666

<i>Municipal Courts – Statewide FY 2007 Initial Case Filings Activity</i>	
Case Type	Initial Filings
Criminal Traffic	179,625
Civil Traffic	967,557
Misdemeanor	242,080
Non-Criminal Local Ordinances	143,530
Total	1,532,792

- F. Court has case and document management systems to process, store, and distribute case file information
- G. Court has implemented IBM's MQ message exchange broker services and is used extensively for its e-filing applications and other internally-run mission-critical applications
- H. Description of the Court's Current Application Development Environment Standards
1. Microsoft VB.net using Visual Studio 2005
 2. .NET Framework 2.0
 3. ASP.NET 2.0
 4. Visual Source Safe Source Control Manager
 5. Visible Developer Code Generator
 6. Three-Tier Application – User Interface communicates to Business Layer via Web Services or Remoting
 7. Log4Net audit logging utility
- I. Description of Court E-Filing Industry Standards
1. OASIS LegalXML Electronic Court Filing (ECF) Standard Version 3.01 and above

- a. The Court-developed E-Filing System pilot application was developed using LegalXML Version 3.01 and can be used by the vendor as a framework for future development
 - b. The LegalXML Technical Committee is preparing to issue LegalXML Version 4.0, which adds several case types and reportedly brings the standard into full compliance with both NIEM 2.0 and the Justice Reference Architecture
2. National Information Exchange Model 2.0 and above (<http://www.niem.gov/>)
3. Justice Reference Architecture 1.1 and above (http://it.ojp.gov/topic.jsp?topic_id=242)
4. Court has leveraged the aforementioned standards in its existing pilot e-filing system implementations

J. Specifications

Process Overview

For the purposes of this RFP, the Court is providing the following e-filing process model, which is depiction of how the Court views e-filing working in Arizona at the present time. The Vendor is requested to use this process model as a reference document as it reviews and responds to the RFP specifications. The Court recognizes there are other ways to address statewide court e-filing. The Vendor should feel free to propose an alternative model(s) designed to achieve Court's strategic goals. Also refer to Figure 1 for an overview of the functional domains envisioned for the statewide E-Filing System.

Step 1: Filer Sign-on

- Authenticates or registers as a first-time user
- Receives case list for cases with which s/he is associated
- Receives recent activity on cases with which s/he is associated

Step 2: Filing Assembly

- Initiate a case or select a case to supplement or append
- Supply required data fields and attach documents to be filed with the receiving court
- Request any special processing (e.g. fee waivers, sealing documents, etc.)
- Optionally request Service of Process

Step 3: Filing Validation (EFM)

- Step wherein the automation will apply the validation rules and receiving court policies to ensure the accuracy and completeness of the filing

Step 4: Initial Acceptance (EFM)

- At initial acceptance, the EFM returns an initial notice of acceptance prior to Clerk/Judge reviews; and provides an e-filing submission reference ID

Step 5: Fee Reservation

- Reserving the fee(s) indicated for the submitted case filings against the filers payment method (e.g. reservation of funds against a credit card)

Step 6: Transmission to Court

- Movement of initially accepted filing across the Court's Enterprise Messaging System to the receiving courts' Clerk/Judge review functions

- Movement of Clerk/Judge review notices across the Court's Enterprise Messaging System back to EFM for notification to the filer

Step 7: Clerk/Judge Review (Filing Review)

- Processes by which case file submissions are reviewed for acceptance or rejection by the receiving courts
- Acceptance constitutes official filing with the receiving court and will return an acceptance notification, including court reference information, to the filer
- Assignment of the actual filing fee associated with the submission

Step 8: Fee Capture/Collection

- Vendor processes actual payment against the e-filer's chosen payment method

Step 9: Notice to Filer

- Vendor sends notice of filing and acknowledgement of actual payment amount (receipt for payment)
- Notice includes case file information (e.g. case number, case name, etc.)
- Vendor exercises Service of Process options, if previously selected by the filer

Step 10: Deposit to Court Bank Account(s)

- Vendor deposits collected funds to the applicable Court bank account(s)
- Vendor provides financial reconciliation reports to the Court

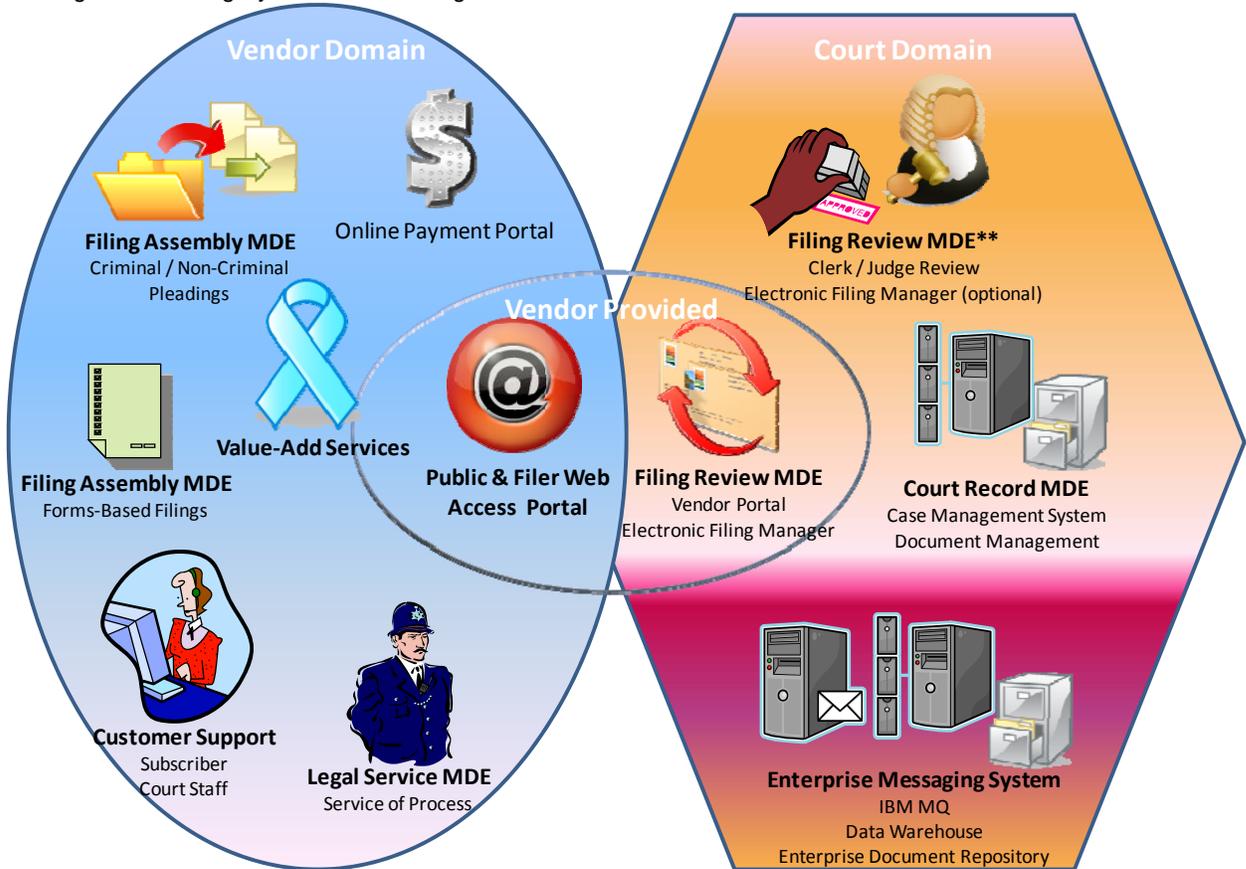
Step 11: Case Document Access

- Filer may subsequently retrieve case documents with which s/he is a party

Step 12: Court Order / Minute Entry Distribution

- Any orders or minute entries issued on a case by the Court will result in an e-mail notification to the filers and/or associated parties in the case

Figure 1: E-Filing System Domain Diagram



Vendor is requested to confirm acknowledgement and/or compliance with the Court's E-Filing System requirements. Vendor is to refer to Section 5 of this document for instructions on locating and responding to the RFP specifications.

K. Vendor Implementation Schedule

It is the Courts intention to implement the Vendor's E-Filing System in phases. The Court's proposed implementation schedule is as follows. Vendor shall indicate if it can comply with the proposed schedule or offer an alternative schedule.

1. General Jurisdiction Courts

a. Phase I

- i. Objective: Pilot Startup
- ii. Implement: Spring 2009
- iii. Court: Maricopa Superior Court
- iv. Case Types: Civil and Family (subsequent and amended filings)

- b. Phase II
 - i. Objective: Pilot Case Initiation
 - ii. Implement: Summer 2009
 - iii. Court: Multiple Superior Courts
 - iv. Case Types: Civil and Family (complete case processing)
 - c. Phase III
 - i. Objective: All Other Approved Case Types
 - ii. Implement: Fall 2009
 - iii. Court: Multiple Superior Courts
 - iv. Case Types: All Other Approved Case Types
 - d. Phase IV: General Jurisdiction Courts Rollout
 - i. Objective: Rollout to all other superior courts
 - ii. Start: January 2010
 - iii. Complete: December 2010
 - iv. Case Types: All Approved Case Types
2. Limited Jurisdiction Courts
- a. Phase I: Pilot
 - i. Objective: Form-Based Filing
 - ii. Implementation: Fall 2009
 - iii. Court: Multiple Justice and Municipal Courts
 - iv. Case Types: Small Claims, Forcible Detainers, Motions
 - b. Phase II: Rollout
 - i. Objective: Form-Based Filing Statewide Rollout
 - ii. Start: January 2010
 - iii. Complete: December 2012
 - iv. Courts: All Limited Jurisdiction Courts
 - v. Case Types: All Approved Case Types
3. Appellate Courts
- a. Objective: Implement All Case Types
 - b. Start: Fall 2009
 - c. Complete: December 2010
 - d. Case Types: All

SECTION 4

Vendor Evaluation Criteria

Vendor will be evaluated based on the following weighted criteria:

1. E-Filing System Functionality (50%)
2. Vendor Capacity (35%)
3. Cost (15%)

SECTION 5

Proposal Submittal Documents

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

1. Proposal Submittal Letter
2. Three References
3. Vendor Profile
 - a. Financial Statements
 - b. Experience and Qualifications Statements
 - c. General Information
4. Vendor Responses to Scope of Work
5. Proposal Pricing Sheets
6. 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 must be noted in the vendor response.
7. Additional Data (any additional descriptive/narrative data the vendor wants to submit.

Proposal Submittal Letter
(Use as page 1 of proposal)

Mr. Don Bentley
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Proposals (RFP) number 08-01, 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)

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.
- PROJECT DESCRIPTIONS:** Attach brief descriptions of projects performed for the references provided.

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

Vendor Profile: Financial Statements

Vendor must provide in a separate envelope two full sets of financial statements, including: (a) a balance sheet, (b) an income statement, and (c) a cash flow statement, with all footnotes and disclosures prepared and either compiled, reviewed, or audited by an independent certified public accountant in accordance with generally accepted accounting principles for the last three full years of operations.

Vendor Profile: Experience and Qualifications Statement

Please describe the Vendor's experience and qualifications as follows:

1. Submit a list of clients that the Vendor has completed similar scope and discovery work for in the last three years. Please provide company name, contact person, position, address, telephone number, dates of service, description of the type of service provided. (not to exceed one page)
2. Submit three to five examples of past work that demonstrates scope and discovery services provided similar to Section 3 of this RFP. Additionally, Vendor should demonstrate measurable success due to cost savings and process improvements.
3. Vendor must state its ability to begin work and the capacity of Vendor to dedicate resources needed to provide the services requested. (not to exceed three pages)
4. Vendor must provide a complete company profile so that the Court can evaluate the Vendor's stability and ability to support commitments set forth in the response to the RFP. The Court, at its option, may require Vendor to provide additional documentation to support and/or clarify requested information. (not to exceed five pages)
5. Vendor should describe the company's background including:
 - i. How long the company has been in business
 - ii. A brief description of the company, including past history, present status, future plans, etc.
 - iii. Company size and organization
 - iv. Employee Profile
 - a. Total number of employees
 - b. Number of full-time and part-time employees
 - c. Number of technical staff and certifications
 - v. Detailed résumés and contact information for the Project Manager and all employees who will be involved in the project

Vendor Profile: General Information

What are 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).

Comment on any partnership(s) with other vendors.

Vendor Responses to Scope of Work

For each item contained in the included Microsoft Excel worksheet (*Vendor Responses to Statewide Arizona Court E-Filing System RFP Specifications - FINAL*), Vendor is to confirm acknowledgement and/or compliance with the specifications by responding with a “Yes” or “No,” and supply specific feedback that may be important for the RFP evaluators to know. If Vendor’s feedback is lengthy for a particular entry and would be better served with supplemental documents, Vendor is to include references within the appropriate “Specifications” row and “Clarifications/Assumptions/Exceptions” column. Figures 1 and 2 can be found in the “Figures 1 and 2” tab of this worksheet.

[Vendor Responses to Statewide Arizona Court E-Filing System RFP Specifications](#)

Proposal Pricing Sheets

Vendor is to provide E-Filing System pricing based on the following models:

1. Vendor charges e-filer directly, at the time of filing, for all filings except in the following instances: a) Filing Party = Government Entities, Indigent Filers; b) Case Types = Criminal, Juvenile, Domestic Violence, and Mental Health.
2. Vendor charges Court, monthly, for all non-statutorily restricted case filings, i.e., government entities.
3. Vendor charges a single, i.e., one-time, fee on a per case basis, except in the following instances: a) Filing Party = Government Entities, Indigent Filers; b) Case Types = Criminal, Juvenile, Domestic Violence, and Mental Health.
4. Alternative Vendor-proposed pricing model
5. Vendor’s value-add pricing

Model 1: Vendor charges e-filer directly for all filings except in the following instances: a) Filing Party = Government Entities, Indigent Filers; b) Case Types = Criminal, Juvenile, Domestic Violence, and Mental Health. Indicate the volume levels and associated prices achieved based volume.

Filing Type	Per Document	Vendor Defined Volumes				
		Volume XX	Volume XX	Volume XX	Volume XX	Volume XX
Free-Form Document Filing						
Form-Based Document Filing						
Bulk Filing						
System-to-System Filing						

Model 2: Vendor charges Court for all non-statutorily restricted case filings, i.e., government entities.

Filing Type	Per Document	Vendor Defined Volumes				
		Volume XX	Volume XX	Volume XX	Volume XX	Volume XX
Free-Form Document Filing						
Form-Based						

Filing Type	Per Document	Vendor Defined Volumes				
		Volume XX	Volume XX	Volume XX	Volume XX	Volume XX
Document Filing						
Bulk Filing						
System-to-System Filing						

Model 3: Vendor charges a single, i.e., one-time, fee on a per case basis, except in the following instances: a) Filing Party = Government Entities, Indigent Filers; b) Case Types = Criminal, Juvenile, Domestic Violence, and Mental Health. Note: Vendor may modify table as necessary.

Model 4: Alternative Vendor-proposed pricing model.

Model 5: Vendor value-add offerings.

Value-Add Offering	Price
Service of Process	
Public Access to Court Documents	

SECTION 6

Standard Terms and Conditions

Arizona Supreme Court
Administrative Office of the Courts

Solicitation No.: _08-01_____

Vendor:_____

These terms supplement and modify the terms and conditions of the contract with the vendor named above. In the event of any conflict between any "form" contract and these provisions, these terms shall govern unless expressly overridden. "Court" means the Arizona Supreme Court and the Administrative Office of the Courts. "State" means the State of Arizona and its departments, agencies, boards and commissions. "Contract" or "Agreement" means the agreement between the Court and the vendor named, including all attachments and other documents incorporated by reference. "Contractor" means the vendor named above.

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. The Contractor agrees to promote and offer to agencies eligible to purchase under this Contract only those materials and/or services as stated in and allowed for under this Contract as Court contract items.

E. 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 Court for disbursement. The Administrative Director of the Courts 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 Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

3. **Gratuities.** The Court may, by written notice to the Contractor, terminate the 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 Court or 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. In the event this Contract is canceled by the Court pursuant to this provision, the Court 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.

4. **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.

5. **Arizona Procurement Code.** The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Supreme Court Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (Judicial Branch Procurement Rules) are incorporated as a part of this document as if fully set forth herein.

6. **Entire Agreement.** The Contract contains the entire agreement between the Court and the Contractor concerning the subject transaction and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7. **Amendments.** This Contract shall be modified only by a written Contract amendment signed by persons duly authorized to enter into contracts on behalf of the Court and the Contractor.

8. **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.

9. **Conflicts of Interest.** The Court may cancel this Contract without penalty or further obligation pursuant to ARS §38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Court is or becomes at any time, while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Cancellation shall be effective when written notice from the Court is received by all parties to the Contract unless the notice specifies a later time.

10. **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.

11. **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 a Court payment issued hereunder.

12. **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 Arizona procurement code or the Judicial Branch Procurement Rules is used in this Contract, the definition contained in this code or these rules shall control with the provisions of the Judicial Branch Procurement Rules governing in the case of conflicting terms.

13. **Assignment - Delegation.** No right or interest in this Contract shall be assigned by the Contractor or the Court without prior written permission of the other party, and no delegation of any duty of the Contractor or the Court shall be made without prior written permission of the other party. The Court 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.

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

15. **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.

16. **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 Court 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 Court 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 Court 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.

17. **Warranties.** Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified, and any inspection incidental thereto by the Court, shall not alter or affect the obligations of the Contractor or the rights of the Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.

18. **Indemnification.** Contractor shall indemnify, defend, and save harmless the Court from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the Court on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the negligence of the Court, or its employees.

19. **Overcharges by Antitrust Violations.** The Court maintains 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 Court any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

20. **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 the following occurrences:
- (1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - (2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 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.

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

22. **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.

23. **Advertising.** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Court. The Court shall not unreasonably withhold permission.

24. **Right to Inspect Plant.** The Court may, at reasonable times, and at the Court's expense, inspect the plant or place of business of a Contractor or subcontractor

which is related to the performance of any contract as awarded or to be awarded, in accordance with the Judicial Branch Procurement Code.

25. **Inspection and Acceptance.** All material, service and construction are subject to final inspection and acceptance by the Court. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the termination clause set forth in this document.

26. **Exclusive Possession.** All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the Court and shall not be used or released by the Contractor or any other person except with prior written permission of the Court.

27. **Shipping - Title and Risk of Loss.** Unless otherwise indicated by the Court, prices shall be F.O.B. Destination to any delivery location in the State of Arizona, in accordance with the Contractor's current shipping practices, using handling methods, equipment, and access routes which are normal for the particular goods. Contractor shall retain title and control of all goods until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The Court will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

28. **No Replacement of Defective Tender.** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the termination clause set forth within this document.

29. **Default in one Installment to Constitute Total Breach.** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Court, shall constitute a breach of the Contract as a whole. Compliance shall conform to the termination clause set forth within this document.

30. **Shipment under Reservation Prohibited.** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Compliance shall conform to the termination clause set forth within this document.

31. **Liens.** All goods, services and other deliverables supplied to the Court 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 Court. Upon request of the Court, the Contractor shall provide a formal release of all liens.

32. **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. Payment shall be subject to the provisions of ARS Title 35. Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. The Court 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.

33. **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.

34. **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, 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 issued on an occurrence basis and endorsed to add the State and 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 and Court as Additional Insureds with reference to this contract.

c. Workers Compensation and Employers Liability insurance as required by the State 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. This coverage does not apply to any contractor exempt under A.R.S. § 23-901 where the contractor executes an appropriate waiver.

- 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 in the Description of Work of this contract. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.
- e. The Court 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 Court 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 and 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 30 days prior written notice has been given to the Court. 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 Court 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 Court or the State shall be repaid by the Contractor upon demand, or the Court 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 Court. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State, and their Departments, Employees and Officers, Agencies, Boards and Commissions.
35. **Safety Standards.** All items supplied on this Contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association standards.
36. **Serial Numbers.** Offers must be for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the Contract term, the Court reserves the right to reject any altered equipment.
37. **Addition of New Models.** In the event that a product or model described in this Contract is discontinued or a new model or a comparable product is announced by the manufacturer, the Court at its sole discretion may allow the Contractor to substitute the comparable product for the discontinued product or the new or comparable model for the product described in the Contract subject to the procurement provisions of the

Judicial Branch Procurement Rules. The Contractor shall request permission to substitute a new product or model and provide the following:

1. Certification by the manufacturer that the product or model described in the Contract has been discontinued or that a new model or a comparable product has been announced.
2. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
3. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
4. Documentation confirming that the price/performance for the replacement is the same as or better than the discontinued model.

38. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court 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 Court. 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 Court.

39. **Patents and Copyrights.** The Contractor will, at its expense, defend the Court 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 Court 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 Court will permit the Contractor, at the Contractor's option and expense, either to secure the right for the Court 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 Court will return the item upon the Contractor's written request. The Contractor will grant the Court 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 State's modification of the item or its combination, operation or use with apparatus not furnished by the Contractor.

This paragraph states the Contractor's entire obligation to the Court regarding infringement or the like.

40. **End User Certification.** The Court understands that the Contractor is providing any volume discounts under this Contract in reliance on the State's representation that it is acquiring the items for use within its own organization, within the United States or Puerto Rico, and not for remarketing. However, the Court is under no obligation to actually purchase any quantity of items.

41. **Taxes.** The Arizona Supreme Court is exempt from Federal Excise Tax, including the Federal Transportation Tax. The Court 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.

42. **Other Contracts.** The Court 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.

43. **Termination.**

A. The Court 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 Court 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 Court 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 Court 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 Court 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

confirms a material noncompliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;

(4) In case of default, the Court reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code. The Court may recover any reasonable actual excess costs up to the greater of \$100,000 or 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 bid and/or performance bond, or:

(c) Any combination of the above or any other remedies as provided by law.

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

45. **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.

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

47. **Life Cycle Costs and Application Benefits.** ARS §41-2553 requires any state agency purchasing an information or telecommunication system costing more than \$100,000 to take into account the total life cycle cost and application benefit of the system, as defined by statute. Upon request, the Contractor shall provide this information at the time such a system is proposed for purchase under this Contract.

48. **Public Record.** This Contract is a public record, available for review, as required by state law.

49. **Criminal History Check.** The Court 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 Court 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.