



ARIZONA SUPREME COURT

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

Request for Proposals

RFP 10-01

Electronic Document Management Systems
and Related Services

February 1, 2010

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is requesting proposals from qualified bidders for Electronic Document Management Systems (EDMS) and related services. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by Tuesday, March 16, 2010 at 3 P.M. Arizona Time in accordance with the schedule below.

The public opening will be conducted on March 16, 2010 at 3 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Proposers' Conference

No proposers' conference will be held.

3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	February 1, 2010
b. Deadline to Submit Written Questions	February 19, 2010
c. Response to Written Questions/RFP Amendments	February 26, 2010
d. Proposal Due Date*	March 16, 2010

The Court reserves the right to deviate from this schedule.

*** Proposals received after 3 P.M. Arizona Time on March 16, 2010 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

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(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.

5. 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.

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) 452-3329 or text telephone (TDD) 452-3545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Necessary Documents. Vendors who wish to submit proposals for RFP 10-01 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 February 19, 2010 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 March 16, 2010 at 3 P.M. 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 7 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 on March 16, 2010 at 3 P.M. 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.

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 SPECIFICATIONS

3.1 Technical Background

3.1.1 Introduction

Arizona's Judiciary has been following industry's lead to "digitize everything," placing a focus on information systems that make it easier for staff to get their jobs done and done efficiently. Courts are suffering under the weight of a century of case-related paper along with the inefficiency of paper-related business processes. Storage space available for paper is dwindling and off-site facilities costs are increasing rapidly. As caseloads grow, so does related labor, and, unfortunately, the harsh reality is that clerical positions are not added at a rate anywhere near the caseload growth rate. The solution is to increase the productivity of existing workers through technology, taking a holistic approach to arrive at a standards-based, integrated system comprised of various disparate parts, all loosely coupled. Economic realities have forced courts to take an evolutionary rather than revolutionary approach to digitization throughout the first decade of the 21st century.

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

Though EDMS studies recommended a centralized document repository for jurisdictions lacking sufficient technical resources, legislation requiring the storage of superior court records in the county seat and the diversity of funding sources were challenges to a central approach. EDMS implementation energy had been directed at selecting a standard application for superior courts to limit the complexity of the overall environment and reduce the number of system interfaces to be built and maintained. OnBase from Hyland Software was selected through 00240-RFP issued by the Superior Court in Maricopa County with a contract awarded on September 24, 2001. In 2003, an RFP and statewide contract were produced by the Administrative Office of the Courts (AOC) to simplify the contracting process for various required services related to an electronic document management system installation, including design, procurement, implementation, training, support and maintenance, with the goal of achieving the best possible pricing for those services statewide. That contract has now reached the limits of its original term and extensions.

Today, many courts still lack sufficient technical resources to operate a robust EDMS over the long term, safeguarding all original electronic records for significant retention periods, and providing timely disaster recovery. A review of business continuity requirements as courts depend increasingly on paperless e-records led to revisiting the court-by-court approach at the foundation of the previous contract. Information technology plans show increasing numbers of smaller courts considering implementation of EDMS in the near term. In addition, electronic case filing will require EDMS “file rooms” to store and retrieve the digital documents courts receive. Statewide e-filing has been given top priority by the chief justice and its scope encompasses all courts and all case types. In addition, recent changes to Supreme Court Rule 123, the document governing public access to Arizona courts records, make access to electronic court records increasingly available to court users, the general public, and even commercial users beginning January 1, 2010.

The goal of making digital documents the norm rather than the exception at courts is within reach. All superior court clerks have now implemented EDMS (14 of 15 are OnBase) and several of the largest volume limited jurisdiction courts have followed suit. To speed adoption of EDMS at remaining courts, the AOC is pursuing a disconnected scanning approach that enables limited jurisdiction courts to connect to a central, shared EDMS rather than each purchasing and maintaining independent local systems. A central document repository is under construction at the AOC to hold replicated documents for the courts, providing both business continuity and public access through a single “front door.” Finally, work is underway on an electronic archiving strategy for records that were only ever digital (“born digital”). State Library Archives and Public Records (SLAPR) is the eventual owner of the records under the retention schedules and a partner in crafting the statewide solution that takes into account the end-state of electronic court records.

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

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

General Structure / Geography of Courts

Article 6, Section 3 of the Arizona Constitution grants the Chief Justice of the Arizona Supreme Court administrative supervision over all courts in the state and the authority to make rules governing all procedural matters in any court. The Arizona Judicial

Council, established in 1990, assists the Supreme Court in developing and implementing policies that will provide central direction for court management, consistency in court operations, and coordination of services within the courts. Under the direction of the Chief Justice, the Administrative Office of the Courts provides necessary support for the supervision and administration of all courts in the state. Funding for the courts is provided by a variety of sources, including the state legislature, counties, cities or towns and various grant funding sources for special purposes. Court revenue from fees, fines and other sources is distributed to the state, counties, cities and other agencies according to predetermined formulas.

Arizona classifies courts into three types shown on the Judicial Organization Chart (<http://www.supreme.state.az.us/ar2008/orgchartholder.htm>), including appellate courts, general jurisdiction courts and limited jurisdiction courts. All total, Arizona courts had 2,811,646 case filings between July 1, 2007 and June 30, 2008. On average, 11,337 cases were filed in Arizona courts every working day and 1,417 cases were filed every working hour. A case filing can have from one to hundreds of associated documents – the vast majority of cases have more than one associated document but relatively few cases have hundreds of associated documents.

The appellate courts are divided into three divisions: The Supreme Court, Appeals Division One in Phoenix, and Appeals Division Two in Tucson. The superior court, a court of record, is divided into 15 divisions – one for each county in the state. These courts reside in the county seat but may have one or more satellite offices in other population centers in the county. Juvenile and adult probation departments are divisions of the Superior Courts. The limited jurisdiction courts, or courts of non-record, are divided among justice of the peace (JP) courts and municipal courts. JP courts deal primarily with civil matters while municipal courts deal primarily with criminal matters and city ordinance violations.

General Role of EDMS in Courts

Arizona courts are custodians of the record (A.R.S. §§ 12-282 & 283) and are responsible for observing proper records management practices and maintaining important state court records. The Arizona Supreme Court sets records retention and destruction schedules (ACJA §§ 3-402 and 4-302). Most Superior Court case documents are retained permanently, while various lesser time frames are established for limited jurisdiction case records and appellate case records.

As a result of changes to Rule 123, the general public is able to obtain copies of publically releasable court documents online. Partial access to documents is available to Arizona citizens with ADOT MVD issued drivers' licenses or non-operator identification cards. Commercial access is available only to registered entities having appropriate credentials. Document access is being granted through a single website hosted by the AOC, AzTurboCourt.gov, a front end for the central document repository housing electronic documents.

Relationship of CMS, EDMS, and Other Court Programs

All Arizona courts have automated case and cash management systems. Of the 15 superior courts, all but the Superior Courts in Maricopa and Pima Counties use the second-generation statewide system, AJACS. The majority of the 162 limited jurisdiction courts still use the first-generation system, AZTEC, however, the majority of the LJ court case volume resides in courts that have separate and unique case management systems having no commonality to AZTEC or to each other. Some of these non-AZTEC courts also already have standalone EDMS and integration to their CMS. The AJACS system is being further developed to replace AZTEC statewide and meet the needs of the highest volume LJ courts not using AZTEC today. A three-year rollout is anticipated beginning in 2010. Current non-AZTEC courts are making commitments to adopt the new statewide CMS, but the vendor should anticipate a multi-CMS environment through the entire term of the contract. ACJA § 1-505 requires courts having non-standard automation products to adopt the state-standard product when their current items reach end of life status, but some courts have successfully obtained exceptions to that requirement from the Commission on Technology, the governance body over court technology in the state.

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

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

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

3.1.2 Brief History

Previous Statewide RFP 03-03

Following the consensus decision to standardize on the products selected by the Clerk of the Superior Court in Maricopa County in 2001, many Superior Court Clerks of Court began planning to implement standalone, local, electronic document management systems. Since 13 of the Superior Courts were using the AOC's AZTEC system at the time and multiple interfaces to multiple, disparate EDMS systems would have severely complicated long term support, maintenance, and enhancement efforts, COT promoted leveraging of a single product statewide, OnBase, to effect some degree of

standardization. In April 2003, the AOC released an RFP for Statewide OnBase Hardware and Software Integration Services, in support of a decentralized approach. Though the overall investment was considerable, the impact appeared to be reduced because each clerk of court paid the bulk of the costs of implementation for the individual court. Clerks then maintained their own document management hardware, software, and integration to local systems via statements of work written from the master statewide contract that ensured consistent pricing throughout the state.

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

Additional Requirements to Support Statewide e-Filing

Recent decisions about e-filing and increasing public access to electronic documents have turned attention to the increased speed associated with a more centralized approach that connects individual standalone systems in a larger, hybrid environment. The cost of equipping more than 130 LJ courts with EDMS during a difficult economy demands economy of scale. In addition, a review of business continuity requirements as courts depend increasingly on paperless e-records has led to a revisiting of the court-by-court approach that formed the foundation of the previous EDMS services contract. Any bidder must demonstrate understanding of and the ability to add value to this evolving, hybrid model.

While existing, standalone systems constructed under the previous contract must continue to be maintained and upgraded, centralized systems having OnBase as their foundation are now coming into existence:

- A central document repository employing a newly developed document transfer module from Hyland to synchronize with individual clerk systems;
- A central LJ court EDMS operating with local scanning hardware but a central processing server communicated with via disconnected scanning,
- A public access / constituent access module that handles massive numbers of requests, coupled with
- An electronic commerce module to sell access to certain court documents to qualified buyers.

In addition, an online implementation of OnBase is getting underway at one high volume court and another high volume court continues use of a homemade imaging system containing documents that need to be made available via the new centralized systems.

3.1.3 Current Environment Description

3.1.3.1 Communications Infrastructure

Over time, the network has become the computer as users have grown to expect ubiquitous access to computing and information resources. The Judiciary provides e-

mail, instant messaging, and Internet connectivity to all courts on the Arizona Judicial Information Network (AJIN) and to the justice community at large through the Internet. Bandwidth and security are constant concerns for the AOC as network traffic increases over time and more court data becomes available through the network. Arizona's courts and justice partners are increasingly interconnected to the point where some clerks provide OnBase login IDs to justice partners. AJIN has been established as the means by which court data can be exchanged within and between counties and State-level agencies. AJIN is 100 percent TCP/IP. Very few courts in the state are not AJIN connected. During the 2009 fiscal year, uptime during normal operating hours was above 99 percent. As statewide strategic applications have been deployed, the capacity needs placed upon AJIN have risen considerably. Newer applications and devices connected on the network demand more intelligence, requiring upgrades of the established networking infrastructure. Thus, additional investment and planning must continue to be made in AJIN to keep it functioning as the Judicial Branch's enterprise network.

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

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

3.1.3.2 General Jurisdiction Courts

All clerks of superior court have electronic document management capabilities today. Fourteen use OnBase, while the fifteenth operates a homegrown system as part of a locally developed case management system. Thirteen of the clerks using OnBase have their local, standalone EDMS integrated with the statewide case management system, either AZTEC or AJACS, provided by the AOC. Through May 2010, clerks are transitioning from the AZTEC CMS to the AJACS CMS one at a time. Integration has been accomplished using Web Services Toolkit, but is now changing to Unity Integration Toolkit as OnBase upgrades render Web Services Toolkit obsolete. Some of the thirteen clerks still retain Web Services Toolkit to power their integration to local rather than statewide applications. The other clerk using OnBase also has integration

but to the non-standard iCIS CMS used by Maricopa Superior Court. This integration is locally supported.

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

All clerks using OnBase will continue to purchase their own maintenance, services, and additional functionality off of the statewide contract. For the thirteen clerks, AOC has agreed to pay for ongoing maintenance for OnBase products on standalone systems specifically required for integration with statewide facilities like the CMS and CDR.

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

3.1.3.3 Central Document Repository

As mentioned above, AOC is constructing a central OnBase system used to provide public access to documents under Supreme Court Rule 123. Into the system will be replicated the case-related documents of freestanding OnBase systems around the state and those from the centralized LJ EDMS described below. In conjunction with the Document Transfer Module, a scheduled document replication process will occur daily. Document metadata will be updated in real-time, however. The system will respect security restrictions placed on documents by clerks. The vendor must be able to support the document transfer module from both ends: the court and AOC.

3.1.3.4 Limited Jurisdiction Courts having local infrastructure

Several limited jurisdiction courts have already implemented standalone OnBase systems. In most cases, these LJ courts are being treated like the superior court clerks and required to have their documents replicated to the central document repository. Their ongoing maintenance, services, and additional functionality will be purchased off of the statewide contract.

3.1.3.5 Maricopa Justice Courts

As a result of their short duration for implementation of e-filing, the Maricopa Consolidated Justice Courts (MCJC), the state's highest volume justice court; has selected an OnBase Online (OBOL) solution in a phased approach over installation of their own, standalone system. They have purchased licenses for the system with the intent to eventually undergo a lift from OBOL to their own, standalone hardware infrastructure. The successful bidder will demonstrate experience with both support of OBOL and transferring documents from OBOL to a local system.

3.1.3.6 Central LJ EDMS / Disconnected Scanning

The cost of standalone OnBase implementations in the more than 130 limited jurisdiction (LJ) courts that lack EDMS is prohibitive but, to advance the court's strategic

agenda, those courts need to accept electronic filings, provide public access to their documents, and make available a “safety net” enabling paper records to be destroyed for open cases. A compelling business case exists, then, for the AOC to construct a central EDMS for use specifically by LJ courts. AOC is in the process of purchasing the OnBase mutli-user license, application server, webserver, and bar code recognition software using the existing statewide contract. Maintenance and enhancements will be purchased using the subsequent statewide contract. Local courts will be purchasing a number of OnBase software licenses and appropriate scanning hardware items from the new statewide contract to match their local needs.

Scanning will be accomplished locally using a bar code leadsheet printed from the CMS docket screen and a scanner or scanners attached to an ACAP PC(s) via USB, depending on the volume of the court and number of clerks. Scanned documents will all be transferred to the AOC via AJIN during off hours for separation of the documents in the batch and interpretation of the barcoded metadata. Court clerks will then view their queue in OnBase the next business day and commit each document following a quality assurance check of the scan quality and metadata. Following the commit process, the document becomes available to users of the CMS via invoking a locally resident application (currently WOB.EXE) that opens the OnBase Desktop, passes retrieval parameters from AZTEC and displays the target document within a new window. The vendor must demonstrate experience with the implementation and support of disconnected scanning on a wide geographic scale.

3.1.3.7 Courts having non-standard CMSs and/or EDMSs

The following courts each employ both non-standard case management systems and a standalone OnBase system (CMS in parentheses) or non-standard EDMS (EDMS in parentheses), by exception to ACJA 1-501 and 1-505:

- The Clerk of the Superior Court in Maricopa County (iCIS)
- Maricopa County Consolidated Justice Courts (iCIS for Justice Courts)
- Phoenix Municipal Court (CMS)
- Scottsdale Municipal Court (Hummingbird, later OpenText)
- Mesa Municipal Court (FileNet with ACIST CMS)

These courts represent both challenge and opportunity as their CMSs and EDMSs age and require replacement or updated integration.

3.2 Statement of Work

3.2.1. Summary Description / Overall Intent

The AOC, on behalf of Arizona’s courts and their related local government agencies (i.e., cities and counties) seeks vendors that have demonstrated experience

implementing, supporting, and maintaining the various OnBase environments described in Section 3.1.3 in a structured, capable, and cost-effective manner. In this context, implementing, supporting, and maintaining includes all services required to either provide or continue providing complete and functioning automated systems using the products on which the judiciary has standardized. This may encompass supplying licensed technology, implementation planning, detailed design, crafting interfaces, hardware/software acquisition and installation, system integration, and accomplishing necessary software and system modifications for customers.

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

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

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

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

- A.R.S § 44-7001ff ([Arizona electronic transactions act](#)) ;
- A.R.S. § 44-7501 ([Notification of breach of security system](#));
- A. R. S. §§ 12-1518 ([Use of arbitration](#));

- A.R.S. § 12-133 ([Arbitration of claims](#));
- A.R.S. §§ [12-282](#) and [283](#) (Superior court clerk responsibilities);
- Supreme Court Rules [29](#), [94](#) and [124](#);
- Arizona Code of Judicial Administration §§ [1-504](#), [1-505](#), [1-506](#), [1-507](#); [3-402](#), and [4-302](#);
- Supreme Court Administrative Orders [2008-68](#), [2008-89](#), [2009-01](#), and [2009-43](#); as well as
- Local court rules related to electronic records and electronic filing, etc.

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

All political subdivisions in the state shall be allowed to purchase from the statewide contract and receive identical pricing regardless of their location within the state. The contract is considered a “zero commitment” agreement -- each entity, including the AOC, shall negotiate its own specific statement of work under the contract. Pricing for labor, licensed software, and materials provided shall not exceed the discounted listings or package prices provided in the statewide contract.

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

3.2.2 Detailed Statement of Work

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

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

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

3.2.2.1 Limited Jurisdiction Disconnected Scanning Implementation

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

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

3.2.2.2 Standalone System Implementation

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

- Analysis and design resulting in the statement of work
- Project management / coordination with the AOC
- Scanner options (low volume, medium volume, high volume) including specifications and warranty information
- Power strip for scanner (if required for warranty)
- Annual maintenance cost for each scanner option offered
- Multi-user core installation
- Webserver/application server implementation
- Unity API implementation
- Document Transfer Module implementation
- Disk groups creation
- Single workflow client implementation
- Production document imaging license (1 per scanner)
- Workstation license (per-license cost)
- Named user license (per-license cost)
- Concurrent user license (per-license cost)
- Annual maintenance cost for all software licenses
- Initial troubleshooting/intensive support period

- Onsite user training (number of days / maximum number per class)
- Administrator training

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

- Distributed Disk Services (DDS) implementation
- Document Import Processing (various modules)
- Other optional OnBase modules
- Other vendor services

3.2.2.3 Performing Product Enhancements and Upgrades

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

- A major upgrade (single digit integer release, example from 9.0 to 10.0)
- A minor upgrade (within the same single digit integer release, example from 10.0 to 10.2)

3.2.2.4 Training

The decentralized nature of OnBase implementations in the courts necessitates that every standalone system have at least one associated certified administrator. Often a backup administrator has been trained and one of them obtains some specialized training. Please include in **Appendix A. Price Sheet** your strategy and cost for providing for the following:

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

3.2.2.5 Integration Services - AJACS

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

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

Provide a la carte pricing for any components beyond the minimum integration package.

3.2.2.6 Break/Fix Technical Support

The nature of break/fix work makes packaging services unrealistic. Please describe the amount of free break/fix support provided with paid annual maintenance. If discounted blocks of support hours are being made available for purchase, describe and price each of those blocks. If a better price could be offered for aggregating all support hours for all courts across the state, please provide the terms and pricing.

Describe your help desk or service request function, including possible methods of contact, hours of operation, staffing levels, problem tracking software, and historical first-call resolution rate. Provide the name of the city or cities in Arizona in which you house resources that will service individual courts and the AOC. Declare your travel and expense rates/per diem rate and whether a separate rate exists outside metropolitan areas versus within metropolitan areas of the state.

Declare your response time targets by severity of reported problem (failure vs. degraded function vs. nagging problem with workaround) and what types of problems will be addressed remotely versus what types of problems will be addressed onsite. Describe your preferred remote support method. If your support prices vary depending on time of day or day of week please provide details of the separate rates.

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

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

Provide your rate for performing business analysis, technical design, and architectural or system construction consultation apart from work priced as part of the implementation package.

3.2.2.8 Business Continuity Services

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

3.2.2.9 Document Conversion Services

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

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

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

3.2.2.10 Consulting Services

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

3.2.2.11 Related Hardware Procurement

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

3.2.2.12 Other Products or Services Not Listed Previously

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

3.2.3 Coordination with the AOC

As mentioned previously, close and regular coordination with the AOC is paramount in the requirements of the contract envisioned as well as every scope of work performed under the contract. No line item billing of the AOC for performing coordination with the AOC shall be allowed under the contract apart from costs included in the packages priced above.

3.2.3.1 Billing by responsible party vs. billing by system owner

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

3.2.3.2 Handling system integration issues

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

with troubleshooting system-wide issues, regardless of whether any OnBase system is itself experiencing issues.

3.2.3.3 Complex problem resolution and federated change management

Creation and maintenance of a federated environment of standalone OnBase systems introduces a degree of complexity and resulting challenges. The vendor shall always take a root-cause problem solving approach, taking into account the interaction of all OnBase systems that interact in the courts' federated and integrated environment. The vendor shall take care not to solve a problem for one court that consequently creates a problem for another court or for the AOC. The vendor shall ensure that changes affecting courts are not made to shared or countywide OnBase systems without the prior knowledge of the local court and the AOC.

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

3.3 Deliverables

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

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

3.3.2 Description of vendor's OnBase integration experience

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

3.3.4 Strategy proposed for upgrading all standalone OnBase systems in a federated approach

3.3.5 Representative project plan for a single court OnBase implementation

3.3.6 Representative project plan for a single court OnBase upgrade

3.3.7 Reference letters from customers having implementations of similar size and complexity to the Arizona Courts

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

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and 7 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 3 P.M. Arizona Time on March 16, 2010.
 - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 5).
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

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

SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS

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

1. Proposal Submittal Letter (see page 25)
2. Three references (see page 26)
3. Vendor Profile (see page 27)
4. Proposal pricing sheets (see Page 40)
5. 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.
6. A description of your project approach and methodology for the individual work packages outlined in Section 3.2 which should reflect an understanding of the breadth and scope of the work required to implement and maintain EDMS centrally as well as in a single court.
 - a. Written documentation of issues and concerns.
 - b. Recommended project implementation strategies.
 - c. A detailed list of software licenses, clients, etc. needed for each solution (documented on the proposal pricing sheet).
 - d. An explanation of the factors that influence selection of various options you have included in your proposal must be included. Functionality recommended as optional must be justified.
7. Identify the project manager and include resumes of all key personnel who will be performing the work.
8. A description of any relevant and/or similar projects performed for courts.
9. Acknowledgements that all resources involved in the project are the proposer's resources or identify exceptions.
10. 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 10-01, 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

(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 partnership(s) with other vendors.

**SECTION 6
SAMPLE CONTRACT**

Arizona Supreme Court
Administrative Office of the Courts

**Agreement for
Electronic Document Management Systems and Related Services**

This Contract is made by and between the Arizona Supreme Court, Administrative Office of the Courts ("Court"), located at 1501 W. Washington, Phoenix, Arizona 85007, and _____ ("Contractor") located at _____.

Recitals

Whereas, the Court issued Request for Proposal 10-01 inviting proposals from vendors capable of providing EDMS hardware and software maintenance, support, and integration services to Arizona courts, and

Whereas, Contractor responded to the RFP and is willing to provide the requested products and services, now therefore,

The parties agree as follows:

A. Term. This contract shall begin on June 16, 2010, and shall continue in effect for two years unless terminated earlier as set forth herein. The Court may extend this contract up to three times for a total of up to three additional one-year terms.

B. Description of products and services. Contractor shall provide services and products related to the Arizona courts' Electronic Document Management Systems as described in the attached proposal RFP#10-01 and Contractor proposal dated _____, which are incorporated herein by reference [details to be included based on response to RFP].

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

D. General Terms.

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. Arizona Procurement Code. The Arizona Procurement Code (A.R.S. § 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.

3. 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.

4. Availability of Funds. Funds may not be currently available for the Court's performance under this Contract beyond the current fiscal year. No legal liability on the part of the Court for any payment may arise under this Contract beyond the current fiscal year until and only as long as funds are made available for performance of this Contract. The Court shall make reasonable efforts to secure

such funds. If the necessary funds are not made available, then the Court shall provide written notice to the Contractor and may cancel this Contract without further obligation. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

- 5. 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.
- 6. Patents and Copyrights.** The Contractor will, at its expense, indemnify and 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 Court'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.
- 7. Licenses and Permits.** Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
- 8. 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 Contract, 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.

9. Insurance Requirements:

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

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

a. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) **Commercial General Liability – Occurrence Form**

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

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

(a) The policy shall be endorsed to include the following additional insured language: ***“The Arizona Supreme Court, State of Arizona, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

(b) Policy shall contain a waiver of subrogation against the Arizona Supreme Court, State of Arizona, and their agencies, boards, commissions, officials,

agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(2) Business Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“The Arizona Supreme Court, State of Arizona, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

(b) Policy shall contain a waiver of subrogation against the Arizona Supreme Court, State of Arizona, and their agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(3) Worker's Compensation and Employers' Liability

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

(a) Policy shall contain a waiver of subrogation against the Arizona Supreme Court, State of Arizona, and their agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

(4) Technology Errors and Omissions Insurance

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

Coverage to include:

- Systems analysis;
- Systems programming;
- Systems integration;
- Systems design, consulting, development and modification;

- Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems; and
 - Servicing, installing and maintaining computer hardware or software.
- (a) In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- (b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- b. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:
- (1) The Arizona Supreme Court, State of Arizona, and their agencies, boards, commissions, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - (2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - (3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- c. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Court. Such notice shall be sent directly to (insert Court representative's name & address) and shall be sent by certified mail, return receipt requested.
- d. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Arizona Supreme Court and the State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. **Verification of Coverage:** Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this

All certificates required by this Contract shall be sent directly to (insert Court representative's name and address). The contract number and project description shall be noted on the certificate of insurance. The Court reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

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

10. Statewide Purchasing. 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.

11. Other Contracts. The AOC 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.

12. 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.

13. Public Record. The parties acknowledge that this Contract and supporting documents are public records subject to the requirements of Supreme Court Rule 123. Any provision requiring non-disclosure is limited to the extent necessary to comply with that rule and other provisions of state law. In the event a public records request is received for information which Contractor has designated as confidential or proprietary, the Court will notify Contractor as soon as possible.

14. Record Keeping and Audit. As required by A.R.S. § 35-214, Contractor shall retain all records related to this Contract for five years after the completion date. Contractor shall make the records available at all reasonable times for inspection and audit by the Court or its auditor.

15. Undue Influence. The Court may by written notice to Contractor terminate the Contract if it is found that gratuities were offered or given by the Contractor or its agent or representative 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 the Contract; provided that the existence of the facts upon which the Court makes such findings shall be in issue and may be reviewed in any competent court.

16. Conflicts of Interest. This Contract is subject to A.R.S. § 38-511 and may be canceled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes an employee, consultant or agent of Contractor.

17. 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.

18. 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.

19. Disputes. Any dispute arising under the Contract shall initially be decided by the Court's contract administrator. The contract administrator's decision may be appealed according to the Court's 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Amendments.** This Contract shall be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Court and the Contractor.
- 25. 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.
- 26. 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.

- 27. Assignment and 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.
- 28. Relationship of 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.
- 29. 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.
- 30. Force Majeure.** Neither party shall be held liable for its failure to fulfill its contract obligations if such failure is due to a natural calamity, act of government or other cause beyond the party's control.
- 31. 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.

32. Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.

- a. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”). If this compliance requirement disqualifies any of Contractor’s key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided, Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph (a) shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- c. The Court retains the legal right to audit and inspect the papers of any of Contractor’s employee or subcontractor’s employee who works on the contract to ensure that Contractor’s personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph (a).

33. Scrutinized Business Operations. Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that the Contractor submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

ARIZONA SUPREME COURT
Administrative Office of the Courts
1501 West Washington
Phoenix, AZ 85007

[CONTRACTOR]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Fed. Employer ID No. _____

SECTION 7: APPENDICES

APPENDIX A: Price Sheet

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

Paragraph	Package Name	Items Included	Not-to-Exceed Price
	PRICING	130 limited jurisdiction courts acting as a single customer	
3.2.2.1	LJ Disconnected Scanning OPTIONAL ITEMS	One (1) Low-volume scanner, surge protector, and associated maintenance (incl. specifications and warranty)	\$
		One (1) Medium-volume scanner, surge protector, and associated maintenance (incl. specifications and warranty)	\$
		One (1) High-volume scanner, surge protector, and associated maintenance (incl. specifications and warranty)	\$
		Each additional named user license and maintenance cost	\$
		Each additional concurrent user license and maintenance cost	\$
		Each additional disconnected scanning license and maintenance cost	\$
3.2.2.2	Standalone System Implementation MINIMUM PACKAGE	<ul style="list-style-type: none"> • Analysis and design resulting in the statement of work • Project management / coordination with the AOC • One (1) Medium-volume scanner incl. surge protector (include specifications and warranty information) • Annual maintenance cost for medium-volume scanner 	\$

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

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		scanner and surge protector (incl. specifications and warranty)	
		Each additional concurrent client license and maintenance cost	\$
		Each additional named user license and maintenance cost	\$
		Each additional workstation license and maintenance cost	\$
		Each additional production document imaging license and maintenance cost	\$
		Each additional workflow client license and maintenance cost	\$
		Distributed Disk Services module license, installation, and maintenance	\$
		Document Import Processing module license, installation, and maintenance	\$
		Any other optional OnBase modules license, installation, and maintenance	\$
		Additional user training	\$
		Additional administrator training	\$
		Additional vendor services not delineated in package	\$
		Hyland Web Services Toolkit API and implementation	\$
3.2.2.2	Standalone System Implementation VOLUME-BASED PRICING	Indicate assumptions and approach to provide minimum package items to courts at a volume discount	\$
3.2.2.3 (a)	Product Enhancements	<ul style="list-style-type: none"> • Single module 	\$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
	and Upgrades (standalone system in court)	implementation without OnBase upgrade	
		• Major OnBase upgrade (to new integer)	\$
		• Minor OnBase upgrade (within same integer)	\$
		• Other enhancement to OnBase system functionality	\$
3.2.2.3 (a)	Product Enhancements and Upgrades (standalone system in court) VOLUME-BASED PRICING	Indicate assumptions and approach for providing major OnBase upgrade to courts having standalone systems all acting as a single customer	\$
		Indicate assumptions and approach for providing minor OnBase upgrade to courts having standalone systems all acting as a single customer	\$
3.2.2.3 (b)	Product Enhancements and Upgrades (central system at AOC)	• Single module implementation without OnBase upgrade	\$
		• Major OnBase upgrade (to new integer)	\$
		• Minor OnBase upgrade (within same integer)	\$
		• Other enhancement to OnBase system functionality	\$
3.2.2.4	Training (provided outside of any other packages)	• Administrator certification	\$
		• Advanced administrator certification	\$
		• API certification	\$
		• Advanced API certification	\$
		• Installer certification	\$
		• Other specialized training like workflow,	\$

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

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		Rates for non-expiring, pre-paid blocks of support (individual court)	\$
3.2.2.7	Ad Hoc Analysis/Design/Architecture	Rate for work not included in any other packages	\$
3.2.2.8	Business Continuity	Cost of establishing a disaster recovery instance for a single court standalone system (detail those items included in price)	\$
3.2.2.9 (a)	Document Conversion Services (Paper)	Price per image for <ul style="list-style-type: none"> • Conversion from paper performed offsite at vendor facility • Conversion from paper performed within customer's facility Price shall take into account analysis and design resulting in the statement of work or quote as well as any project management / coordination required with AOC	\$ \$
3.2.2.9 (b)	Document Conversion Services (Microfilm)	Price per image for <ul style="list-style-type: none"> • Conversion from microfilm performed offsite at vendor facility • Conversion from microfilm performed within customer's facility Price shall take into account analysis and design resulting in the statement of work or quote as well as	\$ \$

Paragraph	Package Name	Items Included	Not-to-Exceed Price
		any project management / coordination required with AOC	
3.2.2.10	Consulting Services	<ul style="list-style-type: none"> • Price per hour • Price per day • Price per block of pre-paid hours used for engagement 	\$ \$ \$
3.2.2.11	Related Hardware Procurement	Price per listed item (include specifications, prices, and warranty information for each item proposed) <ul style="list-style-type: none"> • Other scanning equipment not listed in previous packages • Nearline storage • USB Cabling • Kofax Cards 	\$ \$ \$ \$
3.2.2.12	Other Products or Services Not Listed Previously	Provide rates or product information and associated pricing for any other items or services not included above <ul style="list-style-type: none"> • Price per item not listed in any previous packages (describe in detail) • Price per service not listed in any previous packages (describe in detail) 	