



**Michigan State Court Administrative Office (SCAO)  
Request for Proposals 2016-01**

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***Request for Proposals (RFP) for a Statewide Electronic Filing  
System and Integrated Document Management System***

**Responses Due: October 25, 2016, at 2:00 p.m. Eastern Time**

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## 1.0 Purpose of RFP and Procurement Rules

### 1.1 Purpose and Structure of the RFP

#### 1.1.1 Purpose

The Michigan State Court Administrative Office (SCAO), the administrative agency of the Michigan Supreme Court, invites proposals for systems and services for the creation and implementation of a statewide e-Filing system and integrated EDMS for Michigan’s trial courts.

In 2015, SCAO worked with the Legislature, courts, and other stakeholders in developing and passing legislation to authorize, design, and implement a statewide e-Filing system and integrated EDMS for Michigan’s courts. Accordingly, the scope of this RFP has two broad, but integrated, components:

- **Electronic Filing System:** a system to enable litigants to electronically file documents from anywhere at any time, without waiting in line or traveling to a courthouse and to electronically receive notifications and documents from the courts. The e-Filing system is to include a web-based electronic filing service provider (EFSP) portal for the creation and submission of filings for all case types to any court, an integrated Electronic Filing Manager (EFM) component for court clerks to review filed documents, and workflow and notification capabilities between the courts and filers and within the courts.
- **Electronic Document Management System:** a system that allows the courts to organize, process, manage and store electronic legal documents filed with or generated by the courts. The EDMS is to be integrated with the e-Filing system, and would be used by those courts that do not currently have one, or by those courts that choose to replace an existing EDMS with the state-provided EDMS.

The e-Filing system and integrated EDMS will be multi-tenant, hosted systems managed by the Provider, and integrate with existing court case management and document management systems.

The purpose of this RFP is, therefore, to enter into a contract with a partner – or a prime contractor representing a team of partners – the Provider – to support the delivery and operation of a solution that addresses both of the above components, in alignment with the functional and technical components defined herein.

#### 1.1.2 Structure

This RFP states the overall scope of services desired, procurement terms and conditions, and the format for proposal submission by a Proposer. “Proposer” means the organization which submits a proposal in response to this RFP.

The RFP is organized into the following sections:

<b>Section 1</b>	<b>Purpose of RFP and Procurement Rules</b> This section, which provides an overview of the RFP, its intended outcomes, as well as general guidelines, dates, and eligibility rules.
<b>Section 2</b>	<b>Proposal Submission Instructions</b> Overview of the format requested by SCAO for RFP responses, as well as directions for the submission of responses.

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<b>Section 3</b>	<b>Evaluation Process Overview</b> Description of the criteria that will be considered by SCAO in evaluating RFP responses.
<b>Section 4</b>	<b>Michigan SCAO Standard Agreement</b> Typical terms and conditions contained within SCAO's standard contract for Proposer for review and consideration.
<b>Section 5</b>	<b>Project Background and Overview</b> Information regarding the Michigan judiciary, the current state of e-Filing and electronic document management for courts across the state and additional pertinent project information.
<b>Section 6</b>	<b>Scope of Services</b> Preliminary Statement of Work identifying Provider responsibilities.
<b>Attachment A</b>	<b>Proposal Response Template</b> Information regarding expectations for specific sections of the RFP requested by SCAO.
<b>Attachment B</b>	<b>Application Specifications Response Workbook</b> SCAO's detailed specifications for the e-Filing system and integrated EDMS; Proposers are to enter coded responses to identify how the functionality will be provided.
<b>Attachment C</b>	<b>Cost Proposal Workbook</b> Template for Proposers to use in submitting proposed solution costs.
<b>Attachment D</b>	<b>Corporate References Template</b> Template for Proposers to use in submitting corporate references requested as part of RFP responses.
<b>Attachment E</b>	<b>Project Team Member References Template</b> Template for Proposers to use in submitting references for proposed project team members requested as part of RFP responses.
<b>Attachment F</b>	<b>Glossary</b> Definitions of terms used throughout the RFP.
<b>Attachment G</b>	<b>Michigan Courts CMS Inventory</b> Overview of the different Case Management Systems (CMS) in use by courts throughout the State of Michigan, provided for context regarding integration efforts that will be needed with court CMS.

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**Attachment H EDMS Inventory**

Inventory of counties with installed document management systems used by Michigan trial courts as of December, 2014, provided for context regarding integration with the statewide e-Filing system, and potential migration efforts. Also provided are case document retention periods by case types which, along with the document volumes and listing of counties without document management systems, can help Proposers identify storage requirements for the integrated EDMS.

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**Attachment I Consumer Payments Integration Guides**

Payment processing integration guides provided by First Data Corporation, the State of Michigan's enterprise-wide centralized authorization and payment solution provider under the Centralized Electronic Payment and Authorization System (CEPAS).

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**Attachment J State Court Administrative Office Regions**

Map of the State Court Administrative Office Regions identifying the counties in each region, as well as the respective numbers of courts, court locations, clerks, judges and staff in each region.

**1.1.3 Schedule**

The schedule of events for this procurement is outlined below. SCAO recognizes this is a very demanding timeline; however, please note that there will be no extensions to the proposal due date.

<b>Activity</b>	<b>Date</b>
RFP Released	August 25, 2016
Deadline for Vendor Conference Questions	September 8, 2016
Vendor Conference Registration Deadline	September 13, 2016
Vendor Pre-proposal Conference	September 15, 2016
Deadline for Final Questions	October 4, 2016
Proposal Submission Deadline	October 25, 2016
Contract Negotiations Initiated	January 9, 2017

SCAO makes no commitment to meeting the specified dates for the above activities. SCAO also reserves the right to modify and/or cancel this solicitation at any time.

**1.1.4 Selection of Provider**

SCAO anticipates that the result of this RFP will be a contract with a qualified organization, or multiple organizations, responsible for providing necessary software services, appropriate hardware, and implementation and ongoing support services according to the specifications outlined in this RFP and ensuing proposal. However, SCAO makes no commitments expressed or implied that this process will result in a business transaction with any organization.

“Provider” is the term applied to the organization that enter(s) into a contract for services with SCAO. In the event of a proposal involving multiple partnering organizations, the “Provider’s” responsibility includes those obligations of a prime contractor. “System” shall refer to a fully

functional application, including any related hardware and software required to satisfy the terms of this RFP.

## **1.2 Procurement Rules**

### **1.2.1 Designated Contact**

SCAO's Designated Contact for this procurement is:

Mary Roush  
e-Filing System and EDMS Project Manager  
Michigan Supreme Court State Court Administrative Office  
Michigan Hall of Justice  
925 W. Ottawa St.  
Lansing, MI 48915  
efiling@courts.mi.gov

### **1.2.2 Obtaining Copies of the RFP**

This RFP and any addenda is available in electronic format only. Proposers with a disability may receive accommodation regarding the means of participating in the procurement process. For more information, contact the Designated Contact immediately.

### **1.2.3 Registration**

SCAO requests that organizations interested in participating in this solicitation confirm your organization's interest by notifying the Designated Contact indicated above. Registering with SCAO will ensure that your organization is included in announcements of addenda and other notices affecting this procurement.

### **1.2.4 Notices**

Any notice or communication required by this RFP is to be sent to SCAO's Designated Contact.

### **1.2.5 Vendor Conference and Questions**

A vendor conference will be held at 10:00 am Eastern Time on Thursday, Sept. 15, 2016 at the Michigan Hall of Justice. Attendance is not mandatory but is strongly encouraged. Please confirm your organization's attendance at the vendor conference by notifying the Designated Contact by Tuesday, Sept. 13.

All questions must be in writing and will be accepted prior to, during, and subsequent to the pre-proposal conference. In order for questions to be answered at the conference, they must be submitted in writing to SCAO no later than 5 days in advance of the conference. Questions not submitted in advance of the conference may be asked at the conference, but answers may or may not be available at the conference itself.

Questions submitted subsequent to the pre-proposal conference that have not previously been answered and that are deemed to be substantive will be answered in writing by SCAO. All questions must be received no later than 5:00pm on Tuesday, October 4. A summary of all questions and answers will be available in the form of an addendum to this RFP.

SCAO will not issue minutes or notes of the vendor conference. However, written RFP addenda or clarifications may be issued if deemed necessary by SCAO.

### **1.2.6 Consultants and Legal Counsel**

SCAO has retained Gartner, Inc. to assist in preparing and administering this RFP and to aid SCAO in its review and evaluation of received Proposals. Other consultants or legal counsel may be retained during the RFP process, in accordance with applicable law. Proposers shall not contact consultants or legal counsel on any matter related to this RFP.

### **1.2.7 Contact with State, County, or Court Employees, or Elected Officials**

Direct contact with any individual other than SCAO's Designated Contact regarding this RFP is expressly prohibited. A prospective proposer who directly contacts any Michigan court or county clerk employee or elected official about this RFP risks elimination of its proposal from further consideration.

Prospective Proposers currently doing business with any Michigan court or county clerk's office who require contact in the normal course of doing that business may continue such contact but may not discuss this RFP.

### **1.2.8 Late Proposals**

All proposals must be received on or before the specified date and time. Proposals received after the specified date and time will be rejected.

### **1.2.9 Non-Conforming Proposals**

Proposals must be submitted as described in the Proposal Submission Instructions.

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP, including the format for the proposal, or are for systems other than those that support the defined application requirements.

### **1.2.10 Cost of Preparation of Proposal**

Proposers are responsible for their own costs to participate in this solicitation. SCAO will not pay any costs incurred by any Proposer for any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, participation in system demonstrations (if selected), or the negotiation process.

### **1.2.11 Concise Proposals**

SCAO's interest is in the quality and responsiveness of the proposal, and discourages overly lengthy and costly proposals. Elaborate brochures or other promotional materials beyond those necessary to present a complete and effective proposal are not desired.

### **1.2.12 Realistic Proposals**

Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors. SCAO expects that Proposers can fully satisfy the obligations of its proposal in the manner and timeframe defined therein.

SCAO shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

### **1.2.13 Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (Joint Ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**.” The “**prime contractor**” must be the joint venture’s contact point for SCAO and be responsible for the joint venture’s performance under the contract, including all project management, legal, and financial responsibility for the implementation of all vendors’ systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval of SCAO, and approval of a request to subcontract shall not in any way relieve Proposer of responsibility for the accuracy and adequacy of the work.

Multi-vendor proposals must be a consolidated response with all cost items included in the cost summary. Where necessary, RFP response pages are to be provided for each vendor.

### **1.2.14 Multiple Proposals**

A Proposer may not participate in more than one proposal for this RFP in any form. Partnering vendors (i.e., non-Proposer sub-contracting vendors) may participate in multiple joint venture proposals.

### **1.2.15 Multiple Source Contracting**

SCAO reserves the right to award a contract to one or more Proposers.

### **1.2.16 Discrepancies and Omissions**

Proposer is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Proposer. Should Proposer find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFP, Proposer shall notify SCAO’s Designated Contact in writing following instructions and timing for questions. All unresolved issues should be addressed in the proposal.

### **1.2.17 Confidentiality of Documents and Proprietary Information**

All documents submitted as part of the vendor’s proposal submission will be deemed confidential during the evaluation process. Proposal submissions will not be reviewed by anyone other than the SCAO Evaluation Team or its designated agents.

Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Proposer feels that effective evaluation of its proposal requires inclusion of proprietary information, Proposer must submit such information in a separate, sealed envelope labeled “Proprietary Information” with the RFP number. The envelope must contain a letter from the Proposer’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record,” and briefly stating the reasons that each document meets the said definitions.

### **1.2.18 Collusion or Fraud**

Any evidence of agreement or collusion among Proposer(s) and prospective Proposer(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Proposer(s) void.

By submitting a proposal, Proposer shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Proposer submitting a separate

response to this RFP, and is in all respects fair and without collusion or fraud; that Proposer did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of SCAO participated directly or indirectly in Proposer's proposal preparation.

### **1.2.19 Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Proposers found to be lobbying, providing gratuities to, or in any way attempting to influence a SCAO employee or agent of SCAO concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

All contact with SCAO employees, contractors, or agents of SCAO concerning this RFP shall be conducted in strict accordance with the manner, forum, and conditions set forth in this RFP.

### **1.2.20 No Communication with Media**

Proposers may not, at any time, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) in relation to this RFP or any subsequent Agreement entered into pursuant to this RFP without first obtaining the written permission of SCAO.

### **1.2.21 SCAO's Right to Reject Proposals**

SCAO reserves the right to reject any and all proposals or any part thereof, to waive defects, technicalities or any specifications (whether they be in SCAO's specifications or the Proposer's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as SCAO may deem necessary.

### **1.2.22 SCAO's Right to Cancel Solicitation**

SCAO reserves the right to cancel this RFP for any or no reason at any time during the procurement process. SCAO makes no commitments, expressed or implied, that this process will result in a business transaction with any organization.

This RFP does not constitute an offer by the SCAO. A Proposer's participation in this process may result in SCAO selecting the Proposer to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by SCAO to execute a contract nor to continue negotiations. SCAO may terminate negotiations at any time and for any reason, or for no reason.

### **1.2.23 Amendment or Withdrawal of Proposal**

Proposals become the property of SCAO at the proposal deadline. All proposals received are considered firm offers at that time.

A Proposer may modify or withdraw its proposal by written request, provided that both proposal and request is received by SCAO prior to the proposal deadline. A Proposal may be re-submitted if done before the proposal deadline.

### **1.2.24 Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be provided to all registered Proposer(s) by the Designated Contact.

SCAO is not bound by any statement related to this RFP made by any SCAO employee, contractor, or its agents.

### **1.2.25 Exceptions to the RFP**

The format of the RFP must be followed and all requested information must be submitted as indicated. Any exceptions to the RFP must be highlighted and included in writing in the proposal. Acceptance of non-conforming proposals is within the sole discretion of SCAO.

### **1.2.26 Contract Award**

The RFP process is intended to identify prospective Providers for the purpose of negotiating an agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between a Proposer and SCAO by the RFP process until the successful negotiation and execution of the agreement for the acquisition of such goods and/or services.

SCAO has the sole right to select the successful Proposer(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

If the Proposer to whom the award is made fails to enter into the agreement as herein provided, or fails to comply with the terms of contract as determined by SCAO, the award will be annulled, and an award may be made to another Proposer. Such other Proposer shall be subject to the same terms and conditions contained herein pertaining to the Proposer to whom the first award was made.

### **1.2.27 Protests**

Protests after award must be submitted within ten (10) calendar days after notification of award. SCAO shall rule on the protest in accordance with its procurement protest procedures. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the Designated Contact in writing by the due date for final questions.

### **1.2.28 Organizations Ineligible to Propose**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or other entity currently debarred or suspended is ineligible to submit a proposal. Any entity ineligible to conduct business in the State of Michigan for any reason is also ineligible.

SCAO reserves the right to refuse to consider a proposal if SCAO determines the Proposer has a record of criminal convictions, civil judgments or violations of contractual provisions such that SCAO deems the Proposer ineligible to provide the services specified in this RFP.

## 2.0 Proposal Submission Instructions

### 2.1 Acknowledgement

In submitting a Proposal, each Proposer is presumed to have read all sections of the RFP, including all forms, schedules, attachments, exhibits, and references, is fully informed as to all conditions and limitations, and is thoroughly familiar with all specifications and requirements of this RFP and the desired scope of services.

### 2.2 Proposal Format

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with or complete any portion of these instructions may result in rejection of a proposal.

Please submit one (1) hard copy signed original, and ten (10) printed copies of the proposal. The original and each printed copy shall be on 8-1/2" x 11" paper, double-sided, and bound with tabbed dividers labeled by section to correspond with the Proposal Response Template. The original proposal must contain a "wet signature," and be clearly marked "Original."

Proposers must also submit a copy of the entire proposal in PDF format, and digital versions of the completed Proposal Response Template, Application Specifications Response Workbook, and Cost Proposal Workbook in each section's original format (i.e., MS Word and MS Excel). Digital versions may be submitted on a CD or USB flash drive.

Additional pages may be attached and cross-referenced as necessary but unnecessarily lengthy documents are discouraged. Faxed proposals are not allowed and will not be considered.

#### 2.2.1 Proposal Response Template

The Proposal Response Template sets the structure for organizing Proposals and describing the proposed solution. The section also provides the opportunity for Proposers to answer text-based questions and operational scenarios about the system(s) proposed.

The Proposal Response Template is in MS Word format, and consists of the follow sections:

Section #	Proposal Response Template Sections
1	Cover Letter and Contact Information
2	Executive Summary
3	Organizational Profile, Experience and Capabilities
4	Solution Design and Operation
5	Application Functionality
6	Implementation
7	Post-Implementation Support
8	Exceptions and Assumptions

#### 2.2.2 Application Specifications Response Workbook

The Application Specifications Response Workbook represents SCAO's detailed functional and technical specifications for the statewide e-Filing system and integrated EDMS. Proposers are asked to code each requirement according to the provided instructions.

The Application Specifications Response Workbook is in MS Excel format, and organized into the following tabs:

<b>Tab #</b>	<b>Application Specifications Response Workbook Tab Title</b>
1	Cover
2	Instructions
3	Functional Specifications
4	General and Technical Specifications

### **2.2.3 Cost Proposal Workbook**

The Cost Proposal Workbook provides the framework for providing detailed cost information about the proposed system(s) and services, and must be the only document containing cost information.

The Cost Proposal Workbook is in MS Excel format, and consists of the following tabs:

<b>Tab #</b>	<b>Cost Proposal Workbook Tab Title</b>
1	Cover Page
2	Instructions
3	Total Price
4	Payment Schedule
5	Software
6	Hardware
7	Software Customization
8	Implementation Services
9	Per Court Deployment Services
10	Operations and Support
11	Pricing Assumptions
12	Hourly Rate T&M Services
13	Alternative Business Model

## **2.3 Delivery Instructions**

Proposals shall be submitted in sealed packages, plainly marked with Proposer's name and with the words "PROPOSAL FOR A STATEWIDE E-FILING SYSTEM AND INTEGRATED EDMS" clearly written on the face of the package. Proposals should be addressed and delivered to:

Michigan Supreme Court State Court Administrative Office  
Judicial Information Services  
ATTN: Mary Roush, e-Filing System and Integrated EDMS Project Manager  
Michigan Hall of Justice  
925 W. Ottawa St.  
Lansing, MI 48915  
efiling@courts.mi.gov

Proposals must be delivered to SCAO's Designated Contact no later than 2:00 p.m. Eastern Time on October 25, 2016. Proposals received after the specified date and time will not be considered. There will not be a public opening of the Proposal Submissions.

## 3.0 Evaluation Process Overview

### 3.1 Proposal Evaluation

An Evaluation Team led by SCAO will evaluate proposals on a variety of quantitative and qualitative criteria. The evaluation of proposals will include, but not be limited to, and in no particular hierarchy, the following:

- Demonstration of the Proposer's understanding of SCAO's purpose, scope, and objectives with the solicitation.
- General quality, responsiveness, and thoroughness of the proposal and the suitability and quality of the Proposer's approach.
- Design, capability, and functionality of the proposed solution, including the level of integration as determined by the evaluation team.
- Design, capability, and functionality of the infrastructure proposed to support the application functionality, including conformance or compatibility with SCAO's and the State's technical and network environments.
- Quality of references and experience, including demonstrated experience in comparable jurisdiction(s) within the past 5 years to successfully install similar systems, with emphasis on the specific capabilities required by SCAO.
- Feasibility, timeliness, and quality of the implementation schedule; demonstrated ability to meet implementation deadlines.
- Financial stability and resources of the vendor.
- Qualifications, experience, and technical expertise of vendor staff.
- Economic feasibility and justification of all costs.
- The extent and quality of training.
- The extent and quality of the documentation to be provided.
- Level of service and responsiveness that the vendor commits to providing SCAO.
- Willingness and ability to negotiate a contract acceptable to SCAO.

SCAO reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Proposers.

### 3.2 References

SCAO may contact any customer of the Proposer, whether or not included in the Proposer's reference list, and use such information in the evaluation process. SCAO may additionally choose to visit existing installations of comparable systems, which may or may not involve the Proposer's personnel. If the Proposer is involved in such site visits, the Proposer is responsible for its own travel costs.

### 3.3 Proposal Clarification

SCAO may contact a Proposer in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. However, Proposers will not be able to modify proposals as a result of any such clarification request.

### **3.4 Interviews and System Demonstrations**

The evaluation process may, at SCAO's discretion, include interviews with selected Proposers to further discuss the proposals. Proposer representative(s) attending the interview must be familiar with the proposal and understand the scope of the project in order to respond effectively to questions related to the proposed system, its components, and its functionality. Key members of the proposed delivery team will be expected to participate in any interviews.

Selected Proposers may additionally be invited to demonstrate proposed systems. Such demonstrations may include scripted scenarios provided in advance by SCAO, and may include demonstrations of non-scripted events requested at the time of the demonstration.

All Proposer costs associated with participation in interviews and system demonstrations conducted for SCAO are Proposer's responsibility.

### **3.5 Best and Final Offer**

The evaluation process may, at SCAO's discretion, include a request for selected Proposer(s) to prepare a Best and Final Offer (BAFO) proposal for review. Proposers selected to participate in the BAFO will be provided guidance by SCAO on aspects of the proposal that may be changed by Proposer.

A Proposer's participation in the BAFO process shall not be construed as a present or future award of the contract.

### **3.6 Basis for Contract Award**

Neither the lowest cost nor highest scoring proposal will necessarily be selected.

The Proposer that is deemed to provide the best overall value to the Michigan Courts will be selected by SCAO to enter into contract negotiations for implementing the statewide e-Filing system and integrated EDMS. Contract award shall be subject to the completion of negotiations between SCAO and the selected Proposer and the availability of funds.

SCAO may also choose to award or not award a contract based on its initial review of proposals received without further discussion of any proposal with any Proposer.

## 4.0 Terms and Conditions

\*\*\*\*\* PLEASE NOTE THAT THE TERMS AND CONDITIONS PROVIDED HEREIN REPRESENT TYPICAL LANGUAGE INCORPORATED IN OTHER CONTRACTS ENTERED INTO BY SCAO. THE FINAL TERMS AND CONDITIONS INCORPORATED IN THE AGREEMENT EXECUTED BETWEEN SCAO AND A PROVIDER AS A RESULT OF THIS RFP MAY DIFFER \*\*\*\*\*

**Agreement Between [\*\*\*] and [\*\*\*]  
Contract No. SCAO-[\*\*\*]-[\*\*\*]**

### 1. GENERAL PROVISIONS

1.01 This Agreement is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and \_\_\_\_\_ (Provider).

1.02 This Agreement is to obtain \_\_\_\_\_ [professional consulting services] to assist SCAO.

1.03 In consideration of the mutual promises and covenants in this Agreement, and the benefits to be derived from this Agreement, the parties agree as follows:

### 2. TERM OF CONTRACT

2.01 This Agreement becomes effective when it is signed by the parties.

2.02 This Agreement terminates on \_\_\_\_\_, at 11:59 p.m. Eastern Time.

2.03 In the event that an extension of this Agreement is desired, the parties must agree to the extension in writing.

### 3. RELATIONSHIP

3.01 Provider is an independent contractor, and it is understood Provider is not an employee of SCAO. No employee or subcontractor of Provider is an employee of SCAO. Nothing in this Agreement shall be deemed or construed to create an agency, partnership, joint venture, fiduciary, or employment relationship between SCAO and Provider.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this Agreement. Provider is not eligible for, and will not participate in, any such benefits.

3.03 Provider is responsible for payment of all taxes, including federal, state, and local taxes arising out of Provider's activities in accordance with this Agreement, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees. Provider is responsible for compliance with all applicable workers' compensation, disability insurance, and all other similar matters.

3.04 Provider shall not direct the work or commit the working time of any SCAO employee under this Agreement. To the extent that Provider seeks the assistance of any SCAO

employee to perform Provider's responsibilities under this Agreement, Provider must obtain prior written approval from the state court administrator or his designee.

.05 Provider does not, and shall not, have the authority to enter into contracts on SCAO's behalf.

## **4. SCOPE OF SERVICES**

4.01 Under the direction of SCAO, Provider will perform the services specified in Section 6, Scope of Services.

4.02 Provider shall, during the contract term or any extension thereof, use Provider's best efforts and endeavors to promote the interests of SCAO. Provider, and Provider's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this Agreement and in any amendments to this Agreement.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of SCAO.

4.04 SCAO may, at any time, by written amendment signed by both SCAO and Provider, make changes in the scope of this Agreement and in the services or work to be performed. No changes will be effective, carried out, or paid for without such an amendment.

4.05 When SCAO desires any addition or deletion to the deliverables or a change in the services to be provided under this Agreement, it shall notify Provider, who shall then submit to SCAO a "Change Order" for approval authorizing the change. The Change Order shall state whether the change causes an alteration in the price or the time required by Provider for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

## **5. PERFORMANCE AND PRICING**

5.01 SCAO agrees to pay Provider a sum not to exceed \$\_\_\_\_\_ for the services performed pursuant to this Agreement. This sum includes all services, costs, fees, and expenses.

## **6. ASSIGNMENT**

6.01 Provider may not assign the performance under this Agreement to subcontract personnel except with the prior written approval of SCAO.

6.02 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

## **7. METHOD OF PAYMENT**

7.01 All payments for the proper performance of this Agreement shall be made by SCAO pursuant to a payment schedule approved by the parties, upon the submission by Provider of invoices for approval by SCAO on a form approved by SCAO. Invoices shall include a specification of the deliverables and the detailed services provided during the period for which payment is sought.

7.02 SCAO's obligation to pay Provider will not exceed the agreed upon amounts. It is expressly understood that the work defined in the Agreement must be completed by Provider and it shall be Provider's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. SCAO's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in this Agreement.

7.03 SCAO shall pay the amounts payable to Provider hereunder within thirty (30) days of receipt of invoices submitted by Provider. Unless provided otherwise in this Agreement, all expenses incurred in the performance of the services are to be paid by Provider. If the Agreement specifically provides for contractor reimbursement, Provider shall be reimbursed in conformance with SCAO policies.

7.04 SCAO shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement. The parties shall cooperate in good faith to minimize such tax liabilities to the extent legally permissible.

## **8. CONFIDENTIAL INFORMATION**

8.01 In order that Provider's employees or subcontractors may effectively provide fulfillment of this Agreement to SCAO, SCAO may disclose confidential or proprietary information pertaining to SCAO's past, present, and future activities to Provider. All such information is proprietary to SCAO. Provider shall not disclose such information to any third party without prior approval from the SCAO. Provider agrees to return all confidential or proprietary information to SCAO immediately upon the termination of this Agreement.

## **9. RIGHTS TO WORK PRODUCT**

9.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by Provider under this Agreement, and amendments thereto, shall belong to SCAO and are subject to copyright or patent only by SCAO. SCAO shall have the right to obtain from Provider the original materials produced under this Agreement and shall have the right to distribute those materials.

9.02 SCAO grants Provider a royalty-free, nonexclusive license to use anything developed in the course of executing this Agreement if the work product enters the public domain.

9.03 SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this Agreement. Provider shall not publish or distribute any printed or visual material relating to the services provided under this Agreement without the prior explicit permission of SCAO.

9.04 Any and all source code developed in connection with the services provided belongs to SCAO, and will be provided to SCAO at SCAO's request, as provided elsewhere in this Agreement.

## **10. WRITTEN DISCLOSURE**

10.01 Provider and Provider's employees or subcontractors shall promptly disclose in writing to SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by Provider or Provider's employees or subcontractors jointly with SCAO or singly by Provider or Provider's employees or

subcontractors while engaged in activity under this Agreement. As to each such disclosure, Provider shall specifically point out the features or concepts that are new or different.

10.02 SCAO shall have the right to request the assistance of Provider and Provider's employees or subcontractors in determining and acquiring copyright, patent, or other such protection at SCAO's invitation and request.

10.03 Provider represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by Provider or Provider's employees before entering into this Agreement, and which Provider or Provider's employees desire to remove from the provisions of this Agreement, except those specifically set forth by attachment hereto.

## 11. INSURANCE

11.01 Provider shall carry insurance coverage in such amounts as necessary to cover all claims arising out of Provider's operations under the terms of this Agreement.

1. Provider shall maintain such insurance as will protect against claims under Worker's Disability Compensation Act, MCL 418.301 et seq., and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement.
2. During the term of this Agreement, Provider shall, at its own expense, carry insurance minimum limits as follows:
  - A. Comprehensive General Liability \$1,000,000
  - B. Professional Liability/Misc. Error & Omissions/Product Liability \$1,000,000/\$3,000,000
3. If the contractual service requires the transportation of SCAO clients or staff, Provider shall, in addition to the above coverages, secure at its own expense the following coverage:
  - A. Automotive Liability (Bodily Injury) \$100,000/\$300,000
  - B. Automotive Property Damage (to others) \$ 25,000
4. Provider shall provide a Certificate of Insurance with SCAO named as proof that Provider has the required insurance.

## 12. INDEMNITY

12.01 Provider agrees to indemnify, defend, save, and hold harmless SCAO, the Michigan Supreme Court, their agents, officers, and employees from any liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) that may be imposed upon, incurred by, or asserted against SCAO or the Michigan Supreme Court by reason of Provider's acts or services provided under this Agreement. Indemnity is not limited by: (1) failure to procure and/or maintain insurance for Provider or Provider's subcontractors; (2) failure to procure and/or maintain sufficient insurance for Provider or Provider's subcontractors; or (3) by operation of insurance deductibles, holdbacks, or minimums.

12.02 All liabilities, obligations, damages, penalties, claims, costs fees, charges, and expenses (including but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities

or services carried out by the SCAO in the performance of this Agreement shall be the responsibility of the SCAO, and not the responsibility of Provider. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

12.03 Provider agrees to assume responsibility to safeguard Provider's property and materials and that of Provider's employees or subcontractors. SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Provider's property and materials or the property and materials of Provider's employees or subcontractors, used by Provider pursuant to Provider's performance under this Agreement.

12.04 Provider warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this Agreement. SCAO will not be subject to any liability for any such claim.

12.05 In the event any action or proceeding is brought against Provider by reason of any claim covered under this Agreement, Provider will, at Provider's sole cost and expense, resist or defend the action or proceeding.

### **13. TERMINATION**

13.01 TERMINATION FOR CONVENIENCE. SCAO reserves the right to terminate this Agreement upon thirty (30) calendar day's written notice for any reason deemed by SCAO to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be made when termination is authorized under any other provisions of this Agreement, and termination for convenience shall not be undertaken with the intention of awarding the same or similar contract requirements to another source. SCAO shall not be liable for loss of any profits anticipated to be made by Provider.

13.02 TERMINATION FOR CAUSE. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- A. Written notice describing the breach and a period to cure; and
- B. Not less than thirty (30) calendar days' written notice of intent to terminate.

If termination for cause is effected by SCAO, SCAO will pay Provider that portion of the compensation that has been earned as of the effective date of termination but:

- A. No amount shall be allowed for anticipated profit on unperformed services, and
- B. Any payment due to Provider at the time of termination may be adjusted to the extent of any additional costs occasioned to SCAO by reason of Provider's default.
- C. Upon termination for cause, SCAO may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Provider shall cease conducting business, SCAO shall have the right to make an unsolicited offer of employment to any employees of Provider assigned to the performance of this Agreement.

If after termination for cause of Provider to fulfill contractual obligations it is determined that Provider has not so breached, the termination shall be deemed to have been effected for the convenience of SCAO.

The rights and remedies of SCAO and Provider provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.03 **TERMINATION FOR INSOLVENCY.** SCAO may terminate this Agreement by written notice to Provider specifying a date for termination, if Provider: (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; or (c) makes an assignment for the benefit of its creditors.

13.04 **TERMINATION OF MAINTENANCE AND SUPPORT SERVICES.** SCAO may terminate maintenance and support services at any time by written notice to Provider specifying a date for termination. SCAO shall receive a pro-rata refund of any fees paid in advance for such services.

13.05 **EFFECT OF TERMINATION.** Except for termination by Provider for material uncured breach by SCAO, termination of this Agreement shall not terminate any licenses granted hereunder, and such licenses shall survive any such termination or expiration of this Agreement. In the event that SCAO terminates this Agreement for cause, and SCAO determines it does not want to retain the system to be provided under this Agreement, in addition to all of SCAO's other rights and remedies at law and in equity, Provider shall promptly refund all fees received under this Agreement.

13.06 **LIMITATION OF FUNDING.** If funding for this Agreement becomes restricted or unavailable to the SCAO, the SCAO may terminate this Agreement at any time prior to the completion of this Agreement.

## **14. COMPLIANCE WITH LAWS**

14.01 Provider shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, and shall save and hold SCAO harmless with respect to any damages arising from any violation of the same by Provider.

## **15. MICHIGAN LAW**

15.01 This Agreement shall be subject to, and shall be enforced and construed under, the laws of the State of Michigan.

## **16. CONFLICT OF INTEREST**

16.01 Provider presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

16.02 Provider will disclose to SCAO any actual or potential conflict of interest that arises during the performance of its contractual obligations, and comply with any requirements prescribed by SCAO to resolve any conflict of interest.

16.03 In addition to all other contractual rights or rights available at law or in equity, SCAO may immediately terminate this Agreement upon giving notice to Provider where: (a) Provider fails to disclose an actual or potential conflict of interest; (b) Provider fails to comply with any requirements prescribed by SCAO to resolve a conflict of interest; and (c) Provider's conflict of interest cannot be resolved.

## **17. DEBT TO STATE OF MICHIGAN**

17.01 Provider covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

## **18. MEDIA INTERVIEWS AND ADVERTISEMENTS**

18.01 Provider shall not participate in any media interviews or advertisements, including, but not limited to, discussions with journalists and the issuance of press releases, or statements relating to the duties performed in this Agreement without prior SCAO approval.

## **19. DISPUTES**

19.01 Provider shall notify SCAO in writing of Provider's intent to pursue a claim against SCAO for breach of any term of this Agreement within seven (7) days of discovery of the alleged breach.

19.02 Provider and SCAO agree that, with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any claim that SCAO violated any local ordinance, federal or state statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims), or committed any tort, the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

19.03 Provider and SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. The agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

19.04 Each party will continue to perform its obligations under this Agreement during any dispute resolution unless and until those obligations are terminated by the termination or expiration of this Agreement. Provider assures SCAO that Provider will not degrade, discontinue or threaten to discontinue provision of the services as a means to force resolution of any dispute with respect to this Agreement

## **20. SCOPE OF AGREEMENT**

20.01 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, such provision shall be enforced to the maximum extent permitted by law. Parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

20.02 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

## **21. RESPONSIBILITIES OF PROVIDER**

21.01 Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Provider, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Provider shall follow practices consistent with generally accepted professional and technical standards.

21.02 Provider shall assure that all products of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. Provider will not produce a work product that violates or infringes on any copyright or patent rights. Provider shall, without additional compensation, correct or revise any errors or omissions in its work products.

21.03 Permitted or required approval by SCAO of any products or services furnished by Provider shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of its work. SCAO's review, approval, acceptance, or payment for any of Provider's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to SCAO caused by Provider's performance or failure to perform under this Agreement.

21.04 Provider shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Provider's associates and employees under the personal supervision of the Project Manager.

21.05 Designation of persons for each position is subject to review and approval by SCAO. Should the staff need to be diverted off the project for what are unforeseeable circumstances, Provider will notify SCAO immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by SCAO. If Provider fails to make a required replacement within thirty (30) days, SCAO may terminate this Agreement for cause. Upon receipt of written notice from SCAO that an employee of Provider is unsuitable to SCAO for good cause, Provider shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

21.06 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Provider for SCAO relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Provider to parties other than SCAO shall become the property of SCAO and shall be delivered to SCAO's designated representative upon completion or termination of this Agreement. Provider shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by SCAO. SCAO shall have the right to reproduce all documentation supplied pursuant to this Agreement.

21.07 Provider shall furnish to SCAO's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

21.08 Provider agrees that its officers and employees will cooperate with SCAO in the performance of services under this Agreement and will be available for consultation with SCAO at such reasonable times with advance notice as to not conflict with their other responsibilities.

21.09 Provider has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by SCAO or by any other government entity in the State of Michigan.

21.10 Provider will not use SCAO's or the Michigan Supreme Court's name, either express or implied, in any of its advertising or sales materials without SCAO's express written consent.

21.11 The rights and remedies of SCAO provided for in this Agreement are in addition to any other rights and remedies provided by law.

## **22. PROJECT SCHEDULE**

22.01 Any delay of services or change in sequence of tasks must be approved in writing by SCAO.

22.02 In the event that Provider fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by SCAO, or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement or any extensions thereof, SCAO shall be entitled to liquidated damages, as provided in this Agreement and shall suspend payments scheduled in accordance with the completion of each Phase.

## **23. PROVIDER'S EMPLOYEES**

23.01 Provider has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Provider in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor SCAO's request for specific individuals.

23.02 Possession of a security clearance issued by SCAO or the State of Michigan may be required of any employee of Provider who will be assigned to this project.

## **24. NO SOLICITATION OF SCAO EMPLOYEES**

24.01 Provider shall not, directly or indirectly, solicit any employee of SCAO to leave SCAO's employ in order to accept employment with Provider, its affiliates, actual or prospective contractors, or any person acting in concert with Provider, without prior written approval of SCAO. Solicitation of SCAO employees by Provider without approval may result in cancellation of this Agreement.

24.02 This section does not prevent the employment by Provider of a SCAO employee who has initiated contact with Provider prior to award of the contract. However, SCAO employees may be legally prohibited from accepting employment with Provider or a subcontractor under certain circumstances. Provider may not knowingly employ a person who cannot legally accept employment under state or federal law. If Provider discovers that it has done so, it must terminate that employment immediately.

## **25. NON-APPROPRIATION**

25.01 Validity and enforcement of any contract resulting from this Agreement is subject to appropriations by the Legislature of the specific funds necessary for contract performance. Should such funds not be so appropriated, SCAO may immediately terminate such contract, and absent such action, such contract shall be terminated as to any obligation of SCAO requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

## **26. LICENSES AND PERMITS**

26.01 In performance of this Agreement, Provider is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations.

26.02 Provider shall be properly licensed and authorized to transact business in the State of Michigan. The cost of permits and other relevant costs required in the performance of this Agreement shall be borne by Provider.

## **27. NON-DISCRIMINATION**

27.01 In performing the services under this Agreement, Provider agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Provider shall comply with all federal, state and local laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

## **28. EARLY USE**

28.01 SCAO reserves the right to use the system and software furnished under this Agreement prior to final acceptance. Such use shall not, however, constitute final acceptance of the system by SCAO.

## **29. WARRANTY**

29.01 Provider hereby represents and warrants that all services and deliverables (i) will be provided fully and diligently in a professional and competent manner; (ii) will be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications; and (iii) will be provided in accordance with: (a) this Agreement; (b) industry standards; and (c) the requirements of law.

29.02 If any of the deliverables, in the opinion of SCAO, are inadequately provided or require corrections as specified by SCAO, Provider agrees to make the necessary corrections at its own expense.

29.03 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Provider for SCAO in connection with the provision of the services, Provider shall pass through or assign to SCAO the rights Provider obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

## **30. SUSPENSION**

30.01 SCAO may suspend performance by Provider under this Agreement for such period of time as SCAO, at its sole discretion, may prescribe by providing written notice to Provider at least thirty (30) working days prior to the date on which SCAO wishes to suspend. Upon such suspension, SCAO shall pay Provider its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Provider shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from SCAO to resume performance.

30.02 In the event SCAO suspends performance by Provider for any cause other than the error or omission of Provider, for an aggregate period in excess of thirty (30) days, Provider shall be entitled to an equitable adjustment of the compensation payable to Provider under this Agreement to reimburse Provider for additional costs occasioned as a result of such suspension of performance by SCAO based on appropriated funds and approval by SCAO.

## **31. NEGLIGENCE**

31.01 SCAO shall subtract the cost of any damages and expenses caused by Provider's negligence, errors or omissions in Provider's work products from payments to be made to Provider.

31.02 Provider is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of Provider's negligent performance under this Agreement, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of Provider in their negligent performance under this Agreement.

## **32. SEVERABILITY**

32.01 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

## **33. FORCE MAJEURE**

33.01 Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, utility curtailments, power failures, explosions, civil disturbances, governmental actions, or any other natural cause beyond their reasonable control, provided that the party affected by such event shall immediately begin or resume performance as soon as practicable after the event has been abated.

## **34. SUBCONTRACTS**

34.01 Services specified by this Agreement shall not be subcontracted by Provider, without prior written approval of SCAO. Provider may not order any product requiring a purchase order prior to SCAO's issuance of such order. Each appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

34.02 Approval by SCAO of Provider's request to subcontract or acceptance of or payment for subcontracted work by SCAO shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of the work.

34.03 Provider shall be and remain liable for all damages to SCAO caused by negligent performance or non-performance of work under this Agreement by Provider, its subcontractors or the sub-subcontractors.

34.04 The compensation due under this Agreement shall not be affected by SCAO's approval of Provider's request to subcontract.

## **35. MOST FAVORED CUSTOMER**

35.01 Provider represents and warrants that: (i) the prices set forth in this Agreement are and will be at least as low, and that (ii) the discounts set forth in this Agreement are and will be at least as great, as the prices charged and discounts offered other new or existing customers that are state government entities, for whom Provider is providing services that are similar in nature to those provided to SCAO under this Agreement.

35.02 Upon SCAO's written request, Provider will certify to SCAO in writing that Provider is not providing services to any other customer upon terms that cause the representation or warranty set forth in this section to be incorrect. If Provider provides services to other new or existing customers of Provider on terms such that the representation and warranty set forth in this section is no longer correct, Provider will offer such lower prices, greater discounts and/or superior terms to SCAO and if and to the extent SCAO accepts such offer, the parties will amend this Agreement accordingly.

35.03 Implementation of this section shall not result in an increase in Provider's charges under this Agreement.

## **36. AMERICANS WITH DISABILITIES ACTS**

36.01 Provider assures SCAO that it will comply with all terms, conditions and requirements of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all regulations and guidelines issued pursuant to the aforementioned.

## **37. LIQUIDATED DAMAGES**

37.01 In the event that Provider fails to complete the project within the time specified in this Agreement, or with such additional time as may be granted in writing by SCAO or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Provider shall reduce its fees to SCAO, as liquidated damages, by the sum of \$1,000.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any reasonable increased costs incurred by SCAO in completing the work.

## **38. GRATUITIES**

38.01 SCAO may, by written notice to Provider, terminate this Agreement if it is found after notice and hearing by SCAO that gratuities (in the form of money, entertainment, gifts, or otherwise) were offered or given by Provider or any agent or representative of Provider to any officer or employee of SCAO with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

38.02 In the event this Agreement is terminated as provided in paragraph 1 hereof, in addition to any other damages to which SCAO may be entitled by law, SCAO shall be entitled to:

- A. pursue the same remedies against Provider as it could pursue in the event of a breach of this Agreement by Provider; and
- B. exemplary damages in an amount that shall be 5 times the costs incurred by Provider in proving that a gratuity was given to an officer or employee.

38.03 The rights and remedies of SCAO provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **39. SOURCE CODE ESCROW**

39.01 Provider agrees to place in escrow with an Escrow Agent the source code for all components of the delivered solution together with all upgrades, enhancements, and customizations made on behalf of SCAO, together with all necessary documentation for a programmer of reasonable skill to modify and maintain the Software (“Escrowed Materials”). The Escrow Agent must be approved by SCAO.

39.02 Provider shall pay all fees associated with such escrow. Throughout the term of this Agreement, Provider shall ensure that the Escrowed Materials are kept current with SCAO’s production environment, matching SCAO’s production version level, including any upgrades, enhancements, and customizations or new releases that are applied to SCAO’s system.

39.03 Upon the occurrence of one of the following conditions as determined by SCAO, the Escrow Agent shall be authorized to release the escrowed materials to SCAO:

- A. Failure of Provider to continue to do business in the ordinary course;
- B. Failure by Provider to carry out material obligations imposed on it pursuant to the Implementation Agreement, this Agreement, and/or any Schedules, Exhibits or Attachments thereto, and such failure is not cured within the applicable cure period;
- C. Provider makes a determination to replace or otherwise no longer support any component of the delivered solution, provided this release condition shall apply only to Escrowed Materials related to the component replaced or no longer supported.
- D. Failure of Provider to renew the escrow agreement on a timely basis, or failure to properly and timely designate a successor Escrow Agent and arrange for the transfer of the deposit materials thereto and such failure continues for ten (10) days after written notice of such failure from SCAO;
- E. Failure of Provider to update the deposit materials in escrow and such failure continues for fifteen (15) days after written notice of such failure from SCAO; or
- F. Existence of any one or more of the following circumstances, not withdrawn for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by Provider of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in Provider’s business or property; or action by Provider under any state insolvency or similar law for the purpose of its bankruptcy, financial reorganization, or liquidation.

39.04 Provider represents, warrants, and covenants that (a) the Escrowed Materials deposited with the Escrow Agent at all times constitute a complete and correct set of the source code for solution delivered under the terms of this Agreement as well as any corrections, enhancements, or other revisions to which SCAO is entitled, and (b) the Escrowed Materials deposited with the Escrow Agent are and shall be sufficient for trained computer programmers of general proficiency to maintain and support the Licensed Software without further assistance from Provider.

39.05 Provider hereby grants SCAO a perpetual license to use the Escrowed Materials to obtain the benefits anticipated under this Agreement. Provider agrees that SCAO shall have all of the benefits of a licensee as set forth in 11 U.S.C. § 365(n), with respect to all licensees granted under this Agreement. The foregoing license permits access by contractors, agents and outsourcers on SCAO’s behalf, subject to a duty of confidentiality.

## 40. ENTIRE AGREEMENT

40.01 This Agreement contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this Agreement exists to bind either party.

40.02 In the event there is any discrepancy between any of the contract documents, the following order of documents governs so that the former prevails over the latter: Agreement Amendments, Agreement, Purchase Order, Vendor Proposal, and RFP. No other documents shall be considered.

## 41. AMENDMENT

41.01 This Agreement may be amended only upon the mutual written agreement of the parties.

## 42. DELIVERY OF NOTICE

42.01 Written notices and communications required under this Agreement shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

A. Provider's contact person is: \_\_\_\_\_.

[EMAIL, PHONE, FAX.]

B. SCAO's contact person is: \_\_\_\_\_,

State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909

[EMAIL, PHONE, FAX]

## 43. SIGNATURE OF PARTIES

43.01 This Agreement becomes effective when signed by the parties.

IN WITNESS WHEREOF, SCAO and \_\_\_\_\_ have executed this Agreement:

**[PROVIDER NAME]**

By: \_\_\_\_\_

(printed or typed name)

Date: \_\_\_\_\_

**STATE COURT ADMINISTRATIVE OFFICE**

By: \_\_\_\_\_

Dawn Monk

Chief Operating Officer

Date: \_\_\_\_\_

\*\*\*\*\* PLEASE NOTE THAT THE TERMS AND CONDITIONS PROVIDED HEREIN REPRESENT TYPICAL LANGUAGE INCORPORATED IN OTHER CONTRACTS ENTERED INTO BY SCAO. THE FINAL TERMS AND CONDITIONS INCORPORATED IN THE AGREEMENT EXECUTED BETWEEN SCAO AND A PROVIDER AS A RESULT OF THIS RFP MAY DIFFER \*\*\*\*\*

## 5.0 Project Background and Overview

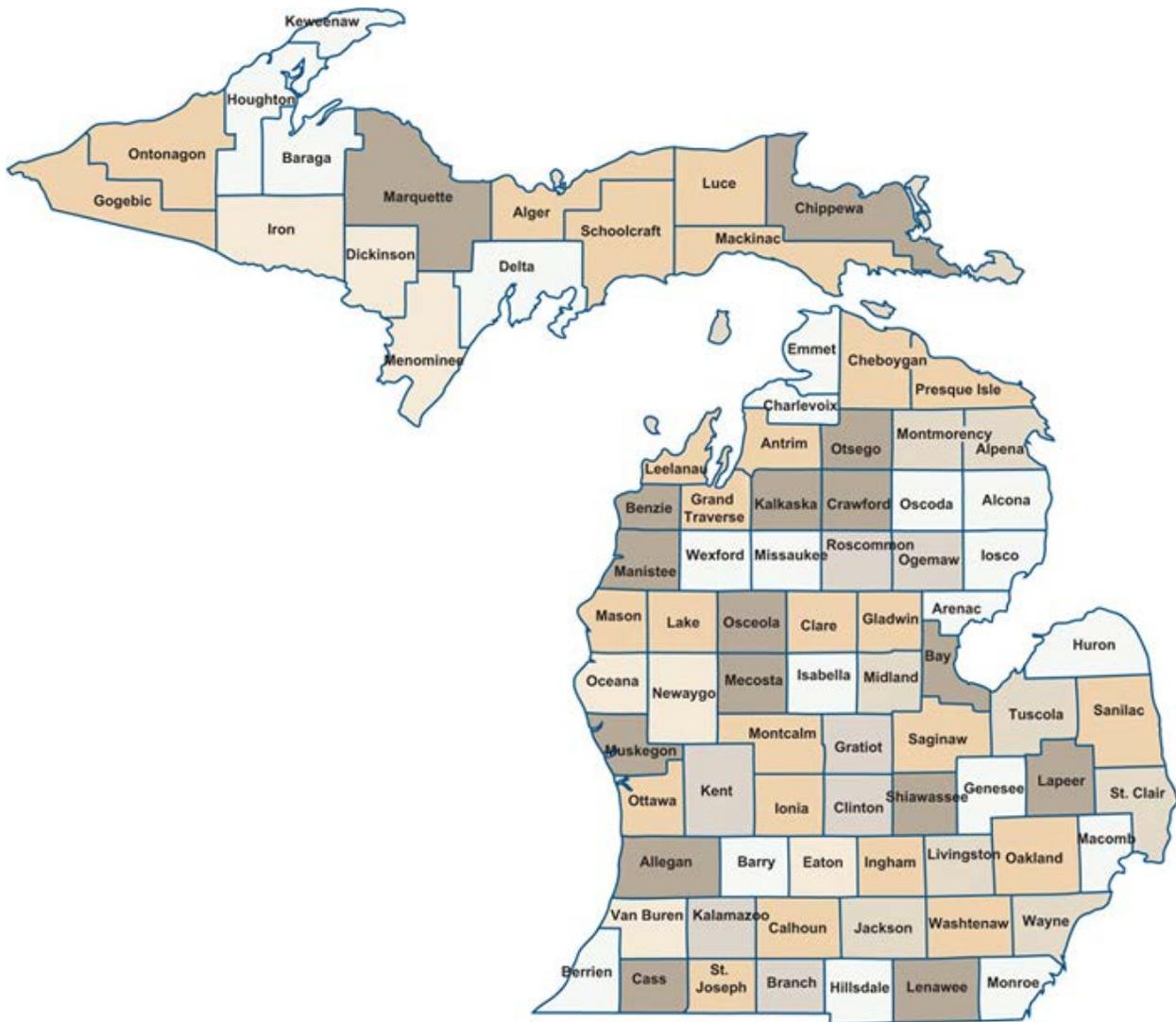
### 5.1 Current Court Environment

#### 5.1.1 About the State of Michigan

With a population base of approximately 9.9 million people, Michigan is the 10<sup>th</sup> largest state in the US by population, and 11<sup>th</sup> largest by square miles. Bordering four of the five Great Lakes, Michigan consists of 83 counties split between its Upper and Lower Peninsulas (see Figure 1 below).

The Michigan State Legislature, located in the State's capital of Lansing, consists of a 38-member Senate and 110-member House of Representatives. The State's budget recommendation for the fiscal year 2017 is \$54.9 billion.

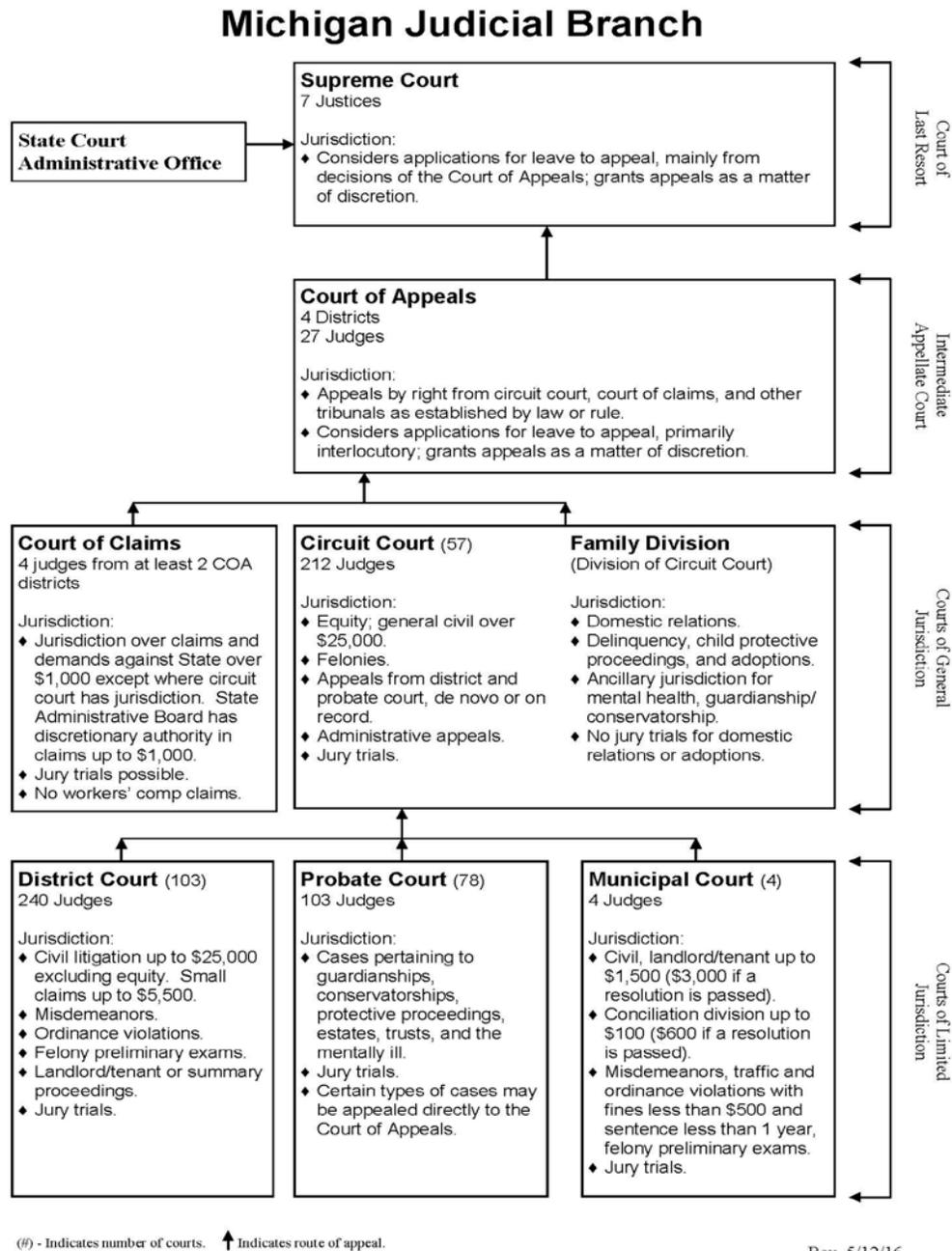
**Figure 1. State of Michigan County Map**



### 5.1.2 About the Michigan Courts

Much of the information contained in this section is summarized from publicly available sources. To gain a complete understanding of the Michigan State Judiciary, vendors are encouraged to visit the Michigan Courts website: <http://courts.michigan.gov>.

Figure 2. Organization of Michigan’s Judicial System



### 5.1.2.1 **Supreme Court**

The Michigan Supreme Court, Michigan's court of last resort, consists of seven justices who are elected for eight-year terms. It is the highest court in the State of Michigan, whose authority to hear cases is discretionary, based on those cases of greatest complexity and public importance.

In addition to its judicial duties, the Supreme Court is responsible for the general administrative supervision of all courts in the State.

The Supreme Court also establishes rules for practice and procedure in all courts.

### 5.1.2.2 **Court of Appeals**

The Michigan Court of Appeals is the intermediate appellate court between the trial courts and the Michigan Supreme Court, and is considered to be one of the highest volume intermediate courts in the country. Generally, decisions from final orders of a Circuit Court, as well as some Probate Court and agency orders, may be appealed to the court as a matter of right.

### 5.1.2.3 **Court of Claims**

The Court of Claims, which is housed within the Michigan Court of Appeals and staffed by judges from that court, has jurisdiction over contract and tort claims against the State or any of its departments/agencies. These cases include highway defect, medical malpractice, contracts, constitutional claims, prisoner litigation, tax-related suits, and other claims for money damages. The Court of Claims operates much like any other Michigan Circuit Court. In the Court of Claims, however, there is no right to a jury trial.

### 5.1.2.4 **Circuit Court**

The Circuit Court is the trial court of general jurisdiction in Michigan, presiding in all actions except those given by state law to another court. The Circuit Court's original jurisdiction over criminal cases includes felonies and certain serious misdemeanors, as well as civil cases where the amount in controversy is greater than \$25,000. The court also handles family division matters, cases where a party seeks an equitable remedy, and appeals from other courts and administrative agencies.

The State is divided into judicial circuits along county lines. The number of judges within a circuit is established by the Legislature to accommodate the circuit's workload. In multicounty circuits, judges travel from one county to another to hold court sessions.

### 5.1.2.5 **District Court**

The District Court is often called the people's court because more people have contact with the District Court than any other court. The District Court has exclusive jurisdiction over all civil claims up to \$25,000, including small claims, landlord-tenant disputes, land contract disputes, and civil infractions.

The District Court's small claims division handles cases in which the amount in controversy is \$3,000 or less. Small claims litigants represent themselves; they waive their right to be represented by an attorney, as well as the right to a jury trial.

The most common civil infractions are minor traffic matters, such as speeding, failure to stop or yield, careless driving, and equipment and parking violations.

District Courts handle a wide range of criminal proceedings, including misdemeanors, offenses for which the maximum possible penalty does not exceed one year in jail.

### 5.1.2.6 **Probate Court**

The Probate Court has jurisdiction over cases that involve the admission of wills, administration of estates and trusts, guardianships, conservatorships, and the treatment of mentally ill and developmentally disabled persons.

Each county has its own Probate Court, with the exception of ten northern counties that have consolidated to form five Probate Court Districts. Each of those Probate Court Districts has one judge. Other Probate Courts have one or more judges.

### 5.1.3 **State Court Administrative Office (SCAO)**

The State Court Administrator is charged with administering the State's trial courts pursuant to the policies developed by the Supreme Court. Under Michigan Court Rules, the State Court Administrator:

- Supervises and examines administration of the courts;
- Examines the status of calendars of the courts;
- Collects and compiles statistical and other data;
- Recommends the assignment of judges where courts are in need of assistance;
- Monitors the efficiency of case flow management;
- Prepares budget estimates of state appropriations needed for the judicial system;
- Monitors judicial business;
- Approves and publishes court forms; and
- Certifies the adequacy of recording devices used in making records of proceedings in the trial courts.

### 5.1.4 **Elected County Clerks and Trial Court Clerks**

The County Clerk is an elected position created by the State constitution. In addition to other statutory duties, the County Clerk serves as clerk of the Circuit Court and as clerk of the Family Division of the Circuit Court.

In District Courts of the first class, in each district of the second class, and in each political subdivision where the court sits within a district of the third class, the district judge or judges of the district appoint a clerk of the court who serves at the pleasure of the judge or judges.

Probate judges in a county or Probate Court district, or the chief probate judge in a county having two or more probate judges, may appoint a probate register.

### 5.1.5 **Michigan Court Case and Document Volume Estimates**

Case Type	2013 New Case Filings	Average Docs Per Case	2013 Estimated Docs Filed	Average Pages per Doc	2013 Pages in Files	2013 Storage in Bytes (x50k per page)	2013 Storage Size (GB)
Circuit Personal Protection	34,895	5	174,475	3.5	610,663	30,533,125,000	31
District/Municipal Including Parking	2,921,774	10	29,217,740	1.5	43,826,610	2,191,330,500,000	2,191
Circuit Adoption	4,086	20	81,720	2.5	204,300	10,215,000,000	10

Case Type	2013 New Case Filings	Average Docs Per Case	2013 Estimated Docs Filed	Average Pages per Doc	2013 Pages in Files	2013 Storage in Bytes (x50k per page)	2013 Storage Size (GB)
All Other Court Types and Case Types	297,380	20	5,947,600	3.5	20,816,600	1,040,830,000,000	1,041
<b>Statewide Total</b>	<b>3,258,135</b>		<b>35,421,535</b>		<b>65,458,173</b>	<b>3,272,908,625,000</b>	<b>3,273</b>

Case Type	2014 New Case Filings	Average Docs Per Case	2014 Estimated Docs Filed	Average Pages per Doc	2014 Pages in Files	2014 Storage in Bytes (x50k per page)	2014 Storage Size (GB)
Circuit Personal Protection	33,065	5	165,325	3.5	578,638	28,931,875,000	29
District/Municipal Including Parking	2,837,839	10	28,378,390	1.5	42,567,585	2,128,379,250,000	2,128
Circuit Adoption	3,769	20	75,380	2.5	188,450	9,422,500,000	9
All Other Court Types and Case Types	290,259	20	5,805,180	3.5	20,318,130	1,015,906,500,000	1,016
<b>Statewide Total</b>	<b>3,164,932</b>		<b>34,424,275</b>		<b>63,652,803</b>	<b>3,182,640,125,000</b>	<b>3,183</b>

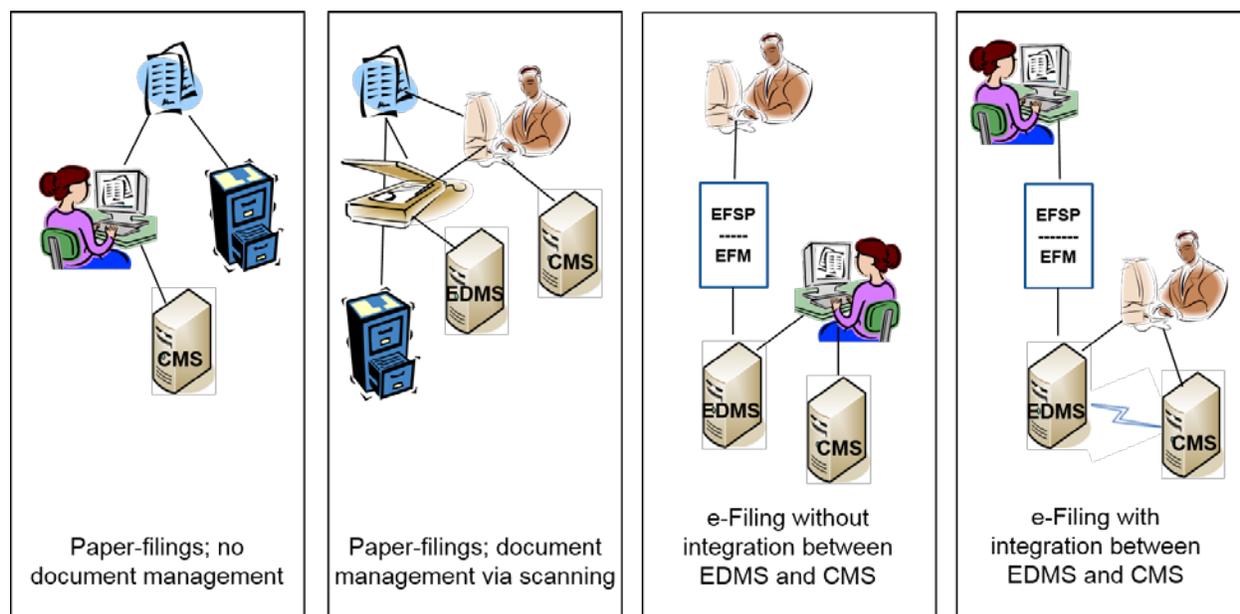
Case Type	2015 New Case Filings	Average Docs Per Case	2015 Estimated Docs Filed	Average Pages per Doc	2015 Pages in Files	2015 Storage in Bytes (x50k per page)	2015 Storage Size (GB)
Circuit Personal Protection	34,475	5	172,375	3.5	603,313	30,165,625,000	30
District/Municipal Including Parking	2,855,794	10	28,557,940	1.5	42,836,910	2,141,845,500,000	2,142
Circuit Adoption	3,699	20	73,980	2.5	184,950	9,247,500,000	9
All Other Court Types and Case Types	284,652	20	5,693,040	3.5	19,925,640	996,282,000,000	996
<b>Statewide Total</b>	<b>3,178,620</b>		<b>34,497,335</b>		<b>63,550,813</b>	<b>3,177,540,625,000</b>	<b>3,178</b>

### 5.1.6 Overview of Current Business Processes

Within the current operational context, a number of filing and document management environments exist among the Michigan courts (see Figure 3 below):

- Paper-based filings with no document management
- Paper-based filings with document management via scanning
- E-Filing without integration between EDMS and CMS
- E-Filing with integration between EDMS and CMS

**Figure 3. Overview of E-Filing in Michigan**



EFM: e-Filing Manager; EFSP: e-Filing Service Provider

Following are descriptions of various business processes related to the current filing of case documents in Michigan. These are written at a general level for the purpose of providing context around relevant business processes that will be impacted by statewide electronic filing and document management. Specific business processes vary from court-to-court.

- **Case Initiation:** Cases are predominantly initiated by filers in-person at a clerk’s window or via mail with their respective court of jurisdiction, but may also be initiated through other entities (e.g., Michigan State Police, Prosecutor’s Offices).Office) or through an approved e-filing system.
- **Filing:** Initial filings are submitted as described above using forms (SCAO approved or court created) or freeform pleadings to the court of jurisdiction, along with required attachments and proofs of service as necessary. Ongoing filings (e.g., motions, answers, etc.) are submitted as needed and routed accordingly. Some filings are subject to a pre-determined waiting period prior to finalization.
- **Payments:** For filings that require fee payments, filers are required to ensure associated payments are made and accounts are in good standing. Accepted forms of payment and timing of payment verification vary from court to court. Indigent filers may apply for fee waivers exempting them from having to submit payments for filings.
- **Document Review and Acceptance:** Clerks perform preliminary review of filing submissions looking for adherence to basic criteria such as completeness, appropriate court of jurisdiction, etc. Filings that are rejected are returned to filers for amendment and/or re-submission. Accepted filings are stamped as of the filing business day, and routed to the appropriate judicial officer as appropriate for further action, and other parties are served. Documents can be annotated as required.
- **Document Access:** Judicial officers and others will receive documents as part of the workflow process when the documents are received, or documents may be accessed after being processed and filed (whether in a paper file or an EDMS). Documents are primarily accessed from locations within the courthouse including private

chambers/offices and the courtroom, and may be accessible via the CMS in those courts with integration between their CMS and EDMS. Additionally, courts with an EDMS may have enabled remote access to documents via secure internet connection.

- **Case Management System (CMS) Updates:** CMS updates are performed as documents are filed and proceedings occur to ensure accurate tracking of case events and maintaining an up-to-date register of actions, as well as other purposes such as scheduling, updates to parties, and recording of dispositions. These updates are performed directly within the CMS by appropriate court staff or automated through various levels of integration with e-Filing and document management systems.
- **Transfer of Documents between Courts:** In the event documents need to be transferred between courts (e.g., for appeals being heard by a higher court), documents are “packaged” (either electronically or in hard copy as appropriate) and provided to the next presiding court.
- **Filing Help and Support:** Filers requiring support with legal filings can visit Michigan Legal Help (<http://www.michiganlegalhelp.org>) for assistance, refer to a number of materials available publicly online (e.g., on the website of their local court of jurisdiction), or visit courts directly for assistance. Filers can also call available telephone numbers provided by their local court of jurisdiction.

### 5.1.7 Operational Challenges and Issues

The following is a summary of certain key challenges and issues faced by filers and court staff within current business processes:

- **Significant effort to handle paper.** Paper handling is a manual and a labor-intensive process typically resulting in an inefficient use of staff and high physical storage requirements. The substantial number of filings handled by Michigan Courts every year requires high use of staff and significant storage capacity. Court documents must be transferred between filing and storage locations and from person to person, which can lead to misplaced documents and delays.
- **Manual data entry.** In many courts, manual data entry is required for information to be input into the CMS from filings due to a lack of electronic submission of the information. Manual data entry is time consuming and can lead to errors.
- **Some inconsistent filing practices across courts.** All court operate under Michigan Court rules, but some jurisdictions have adopted additional practices which increase the complexity of the environment for filers.
- **Some inconsistent document retention practices across courts.** There is a disparity in the application of record retention standards across the state’s courts, historically resulting in significantly more physical documents being retained than is necessary.

## 5.2 Overview of the Existing IT Environment

The Michigan judiciary IT environment is complex and highly decentralized, consisting of IT systems and environments residing within the Supreme Court, trial courts, counties, and other public agencies and departments that interact and interface with Michigan’s courts in due course of day-to-day operations.

Trial courts within the State of Michigan experience various levels of IT support and infrastructure. Larger courts may have dedicated IT staff to provide network and application support for the purposes of e-Filing and document management. Smaller courts may have

limited IT support staff that are shared county-wide, and deal predominantly with end-user computing. While JIS provides some technical assistance to all trial courts regarding the application of technology for judicial operations and statewide initiatives, responsibility for day-to-day IT operations resides within the courts.

The following are brief descriptions of the Michigan judicial system's approach to case management, document management, and e-Filing:

- **Case Management Systems:** Michigan's courts either use a JIS CMS deployed on local AS/400 servers, or have developed or acquired their own CMS in various configurations. Please refer to Attachment G for an inventory of case management systems in use by Michigan courts.
- **Electronic Document Management Systems:** Courts within Michigan are, at present, responsible for implementing and administering their own document management systems. Some courts have deployed their own independent solutions, while others have leveraged shared systems provided and supported by their county. Not all courts have document management systems; refer to Attachment H for basic information on EDMS' currently in use by Michigan courts. Please note that document formats may differ among the systems.
- **E-Filing:** Court filings within Michigan range from fully paper-based processes not supported by document management to electronic filing with integration between EDMS and CMS.

All counties have some level of connectivity – of varying quality and bandwidth depending on geography and access to infrastructure – to state-level IT systems for access to criminal history data through Michigan's Law Enforcement Information Network (LEIN), drivers' histories through the Secretary of State (SOS), etc. Access to these state-level IT systems is provided by either the State of Michigan via the Local Government Network (LGNNet) or by SCAO via the Judicial Network (JUDNet).

Documentation related to the network supporting the Michigan judiciary can be provided upon request.

### 5.2.1 Judicial Information Services (JIS)

JIS is a division of SCAO. It provides technical and automated information system support for the Michigan Supreme Court, SCAO, and trial courts throughout the state. Its primary initiatives are the statewide Trial Court Case Management System (i.e., MiCOURT suite of products), Ticket handling automation, Judicial Data Warehouse, Judicial Network Project, and iSeries Consolidation.

### 5.2.2 Relevant Initiatives – Current and Future

A number of initiatives currently exist that may have an impact the deployment of the statewide e-Filing system and integrated EDMS systems.

- **MiCOURT Suite of Products:** The MiCOURT suite supports case management systems for Circuit Court, District Court and Probate Court; five systems support all case types (including Juvenile) handled by these courts. A longer term vision that includes standardizing on one case management solution capable of evolving with technology is currently in progress.
- **Judicial Data Warehouse (JDW):** Statewide repository capturing CMS information from Circuit, District, and Probate Courts. The initiative is intended to enable and facilitate

access to important information about cases and individuals involved in proceedings across jurisdictions. It is also intended to support the analysis of caseloads and other quantitative information.

- **Network Services:** LGNet (AT&T) and JUDNet (Trivalent) provide network connectivity between trial courts and JIS in support of LEIN and SOS interfaces. Alternatives are under review for the replacement of these services.
- **iSeries Consolidation:** The majority of Michigan trial courts utilize JIS Case Management systems. The consolidation project involves moving local case management systems to a hosted environment supported by JIS staff, with approximately 32 courts currently supported. All other courts are responsible for the maintenance and support of their local AS400s.
- **Electronic Ticketing and Citation:** Many law enforcement agencies throughout the State of Michigan (e.g., Michigan State Police) are either equipped, or are in process of being equipped, to issue electronic tickets and citations.
- **e-Pay:** Web-based application in support of electronic payments on civil infraction tickets and misdemeanor cases (implemented in 31 District Courts).
- **e-Resolve:** Web-based application in support of online negotiation of civil infraction tickets – a method of expediting ticketing disputes (implemented in 15 District Courts)
- **GarnIT:** Web-based application designed to fully automate the process of issuing writs on requests for state income tax garnishments. The application supports the collection of data required to populate the Request and Writ for Garnishment form (MC 52); transfers specified data elements captured to the court's CMS; generates needed PDF forms; and accepts payment for the filing(s). This functionality has been implemented in 3 District Courts. Note: Though PDF files are generated via the application, there is not yet integration with any court's EDMS.
- **Michigan Legal Help ([www.michiganlegalhelp.org](http://www.michiganlegalhelp.org)):** Statewide not for profit initiative intended as an online central resource for self-represented litigants. It is anticipated that the e-Filing system will include links to the Michigan Legal Help website to aid Pro Se filers with their filing needs.

### 5.3 Current State of Electronic Filing and Document Management within the Michigan Courts

The current operating e-Filing programs in the State of Michigan date back to 2007, with the first Supreme Court Administrative Order permitting e-Filing in the 6<sup>th</sup> Circuit Court (Oakland County) on a pilot basis, with the court and county bearing responsibility for the associated procurement and implementation efforts. Similar subsequent Administrative Orders were granted for further pilots in the 3<sup>rd</sup> Circuit (Wayne County), 13<sup>th</sup> Circuit (Antrim, Grand Traverse, and Antrim/Leelanau Counties), 16<sup>th</sup> Circuit (Counties, Macomb County), and 20<sup>th</sup> Circuit (Ottawa County) for select courts in those respective counties, as well the Michigan Court of Appeals and the Michigan Supreme Court.

With the success of the pilot e-Filing initiatives, SCAO contracted with the National Center for State Courts (NCSC) in 2012 to help write an RFP for an e-Filing manager, and to assist in evaluating the responses to the RFP. This process resulted in a planned two-part project: (1) SCAO and the Supreme Court intended to create an appellate e-Filing system for the Michigan Supreme Court and the Court of Appeals; and (2) the project would design and implement an EFM to facilitate statewide e-Filing in all Michigan trial courts.

As that process began to unfold, it became clear that non-mandatory e-Filing, funded by transaction fees, was untenable. In response, the SCAO contracted with the NCSC again to take a more in-depth look at requirements for an e-Filing system in Michigan. As a result of that process, the NCSC recommended a statewide e-Filing system and integrated EDMS, funded by an increase in Michigan’s civil filing fees. Based on this substantially revised recommendation, the SCAO issued a Request for Information (RFI) in 2014 for a statewide e-Filing system and integrated EDMS system to support planning initiatives associated with this project.

At present, a variety of document management methodologies exist within the Michigan judiciary. These range from fully manual and paper-based systems to electronic document management systems with strong workflow capabilities. While the number of courts with e-Filing capabilities in the state of Michigan is low, there are a significant number of courts with existing EDMS solutions in place (see Attachment H for more information).

In 2015, SCAO worked with the Legislature, courts, and other stakeholders in developing and passing legislation to authorize the design and implementation of statewide e-Filing and electronic document management systems for Michigan trial courts.

## 5.4 Future Vision

### 5.4.1 Project Stakeholders

The statewide e-Filing system and integrated EDMS will have broad-ranging benefits as well as stakeholder impact. To achieve project success, implementation and organizational change management initiatives must account for the specific needs of both direct and indirect stakeholder groups, including:

Direct Stakeholders	Indirect Stakeholders
<ul style="list-style-type: none"> <li>▪ SCAO</li> <li>▪ Judges</li> <li>▪ Clerks (county, court)</li> <li>▪ Court Administrators</li> <li>▪ Attorneys, Law Firms</li> <li>▪ Individual Public Filers</li> <li>▪ Friends of the Court</li> <li>▪ IT Support Staff (SCAO, court, county)</li> <li>▪ Existing Trial Court e-Filing systems and document management providers</li> <li>▪ State and local law enforcement agencies</li> </ul>	<ul style="list-style-type: none"> <li>▪ State Legislators</li> <li>▪ Other State Agencies (e.g., Department of Corrections, Archives of Michigan)</li> <li>▪ County Administration</li> <li>▪ Non-filing General Public</li> </ul>

### 5.4.2 Project Goals and Anticipated Benefits

The following are key goals of the statewide e-Filing system and integrated EDMS project.

- **Consistent User Experience:** The project will enable a common experience for all filers in the state regardless of jurisdiction and case type which will streamline processes for those who file in multiple jurisdictions. The system will be equally useable for Pro Se filers and attorneys.
- **Operational Efficiency:** In addition to streamlining filing processes, the system’s document management and workflow capabilities will improve business operations and efficiencies for all clerks and courts in the state. This is anticipated to be achieved by

minimizing manually intensive paper-handling processes, reducing physical space requirements, and reducing lost files.

- **Improved Information Exchange and Accessibility:** The project will enable information and documents to be exchanged between filers and courts, and moved within courts in a manner that results in information being available real-time to those who need it, regardless of physical location. The availability of this document repository for those courts without the means to host their own will improve court record keeping statewide.

### 5.4.3 Future Environment

The ultimate vision for e-Filing and document management within the Michigan judicial system is one where litigants can electronically complete and file documents from anywhere at any time, following common processes, regardless of jurisdiction, without waiting in line or travelling to a courthouse. An associated vision for improved efficiency in document handling and processing applies for court staff and officials receiving and using the documents, so that they can be better equipped to deliver a higher quality of service to court customers in a timely manner.

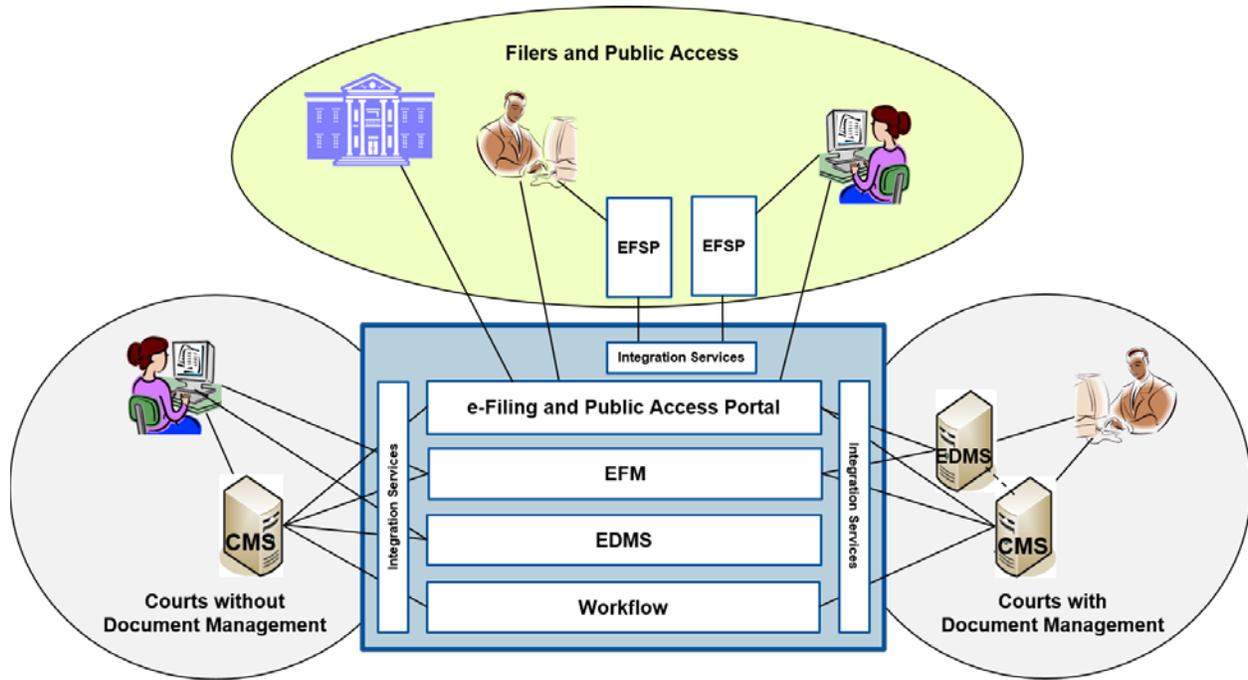
This vision, however, must be achieved in the context of Michigan's diverse and decentralized judicial structure. Therefore, a number of key tenets of a future statewide e-Filing system and integrated EDMS system are:

- Multi-tenant, hosted solutions for e-Filing and document management which respect and support a balance between mandated statewide functionality and local control;
- A common statewide web-portal for filing;
- Ability for courts with local document management systems to continue using their local systems, while allowing the use of a shared EDMS by courts that desire it; and
- Effective integration between the new systems with local case management and document management systems.

In addition, it is expected that commercial entities (e.g., external EFSPs) that comply with data transfer standards will be able to integrate with the state solution, providing add-on functionality for filers not available via the common portal.

The following diagram presents a conceptual view of the future e-Filing and document management environment for the Michigan courts; the core systems and functionality to be provided is represented by the elements within the "blue box."

**Figure 4. Electronic Filing and Document Management Conceptual Future State Diagram**



## 6.0 Scope of Services

### 6.1 Introduction

The Provider will be responsible for supporting all activities associated with the design, implementation, support, and maintenance of the statewide e-Filing system and integrated EDMS as detailed in this Scope of Services document. While this document is intended to be comprehensive, it is also expected to be augmented as part of the final contract to include all Provider responsibilities critical to the successful design, deployment, and operation of the electronic filing and document management systems.

The services and associated deliverables within each service listed below present a representative listing of services and key deliverables that SCAO expects to be performed. Proposers responding to this RFP should augment both the set of services and deliverables as appropriate based on their understanding of the work effort to design, build, and deploy the statewide e-Filing system and integrated EDMS to meet SCAO's requirements.

A final comprehensive list of services and deliverables will be included as a Statement of Work in the contract between SCAO and Provider.

### 6.2 Implementation Services

Implementation Services are primarily focused on designing, developing, and deploying the statewide e-Filing system and integrated EDMS.

#### 6.2.1 Project Management

The Provider shall develop a detailed work breakdown structure (WBS), implementation plan, and schedule outlining the key phases, tasks, activities, dependencies, budgeted hours, assigned resources, and deliverables for the deployment of the statewide e-Filing system and integrated EDMS. The schedule shall clearly define the estimated resource hours associated with each element of the WBS. The Provider shall also provide a project organization chart and staffing plan for its team.

The Provider's Project Manager shall maintain and update the project schedule and other project plan documents throughout the lifecycle of the statewide e-Filing system and integrated EDMS project, and provide SCAO with updated versions of the plan and schedule. During the course of the project, the Provider shall lead status meetings and provide written status report to SCAO on a schedule agreed to with SCAO's Project Manager, and the Provider's Project Manager shall participate in Project Steering Committee meetings as required.

As part of the ongoing management of the project, the Provider shall develop a risk management plan for identifying potential project issues and risks and mitigation strategies, and tracking issues and risks for the duration of the project. The Provider also shall provide SCAO with an integrated change control plan, outlining the process for identifying, evaluating, authorizing and implementing proposed changes in scope, schedule, and budget, as well as system design and acceptance criteria. Further, the Provider shall provide a quality assurance plan, and a deliverable acceptance plan that defines criteria for satisfactory completion and approval of all deliverables defined in the WBS.

As part of the project initiation process, the Provider shall conduct a project kick-off meeting with key stakeholders within 15 days of contract execution. The kick-off meeting will provide an overview of the project scope and schedule, introduce the Provider's project team and outline project start-up procedures.

#### 6.2.1.1 **Key Deliverables**

- Provider Organization Chart
- Project Plan Work Breakdown Structure (WBS)
- Provider Resource Schedule and Work Plan
- Risk Management Plan and Risk Log
- Issues Management Plan and Issues Log
- Integrated Change Control Plan and Process
- Quality Assurance Plan
- Deliverable Acceptance Plan
- Project Kick-Off Meeting
- Project Status Reports
- Budget vs. Progress Tracking Report
- Presentations to the Project Steering Committee

#### 6.2.2 **Solution Architecture Planning**

Solution architecture planning services encompass all activities required to set the overall application architecture associated with the statewide e-Filing system and integrated EDMS. This work will involve participation in application architecture planning and working with SCAO, JIS, and other stakeholders as required (e.g., counties, trial courts) to develop an application architecture for a statewide e-Filing system and integrated EDMS. Architecture Planning will include application, data/content, and integration architectures.

##### 6.2.2.1 **Key Deliverables**

- Application Architecture
- Logical Data Models and Data Architecture

#### 6.2.3 **Specifications Validation and Management**

SCAO has developed an initial set of functional and technical specifications for the statewide e-Filing system and integrated EDMS, provided in Attachment B of this RFP. The Provider shall validate and enhance these specifications, and prepare a set of revised specifications, including use cases as appropriate, to be reviewed and approved by SCAO. These validated specifications will provide the basis for detailed application design, configuration, and development.

Additionally, the Provider shall manage the approved specifications to provide traceability throughout the project, using a specifications management tool agreed to by SCAO.

##### 6.2.3.1 **Key Deliverables**

- Validated Specifications
- Requirements Traceability Matrix

## 6.2.4 Detailed Design

The Provider shall prepare a detailed design for the statewide e-Filing system and integrated EDMS to meet the validated specifications and use cases. System design documentation shall account for differences in the EDMS approach among the courts (i.e., some courts will utilize the statewide EDMS solution provided as part of this project, others will choose to use a separate EDMS to be integrated with the e-Filing system).

Design documentation shall include, but not be limited to, the following content:

- Description of development methodology, design patterns and standards
- Description of user interface(s)
- Detail specifications for business rules, external system interfaces, validations, screen layouts and user interfaces
- System software configuration and setup requirements
- Specifications for system customizations
- Security design and programming specifications
- Data dictionary with clear definitions and validation rules

### 6.2.4.1 Key Deliverables

- Detailed Design Document
- Updated Logical and Physical Data Models
- Integration Design

## 6.2.5 Programming, Development, and Configuration

The Provider shall be responsible for managing the system configuration, including development of a Configuration Management Plan that describes its approach for managing programming changes and configuration settings made in the system.

The Provider shall integrate the application components of the Statewide e-Filing system and Integrated EDMS, with additional software included as part of the overall solution to provide required functionality, with court applications (i.e., case management systems and local document management systems), and with external systems (e.g., State Bar of Michigan).

The Provider shall perform all necessary development, testing, and scripting services, and for customizing application and middleware software required to implement the statewide e-Filing system and integrated EDMS. The Provider shall be responsible for the system management tools required for development environments, and shall manage all development efforts using industry-standard software development tools and methodologies.

### 6.2.5.1 Key Deliverables

- Configuration Management Plan
- Preliminary Functioning Application
- Updated Design Documentation

## 6.2.6 System Testing

The Provider shall prepare a detailed plan to test all aspects of the statewide e-Filing system and integrated EDMS, and shall implement a tracking tool to log system defects from their identification through resolution. The System Test Plan shall describe the Provider's approach for conducting all testing for the statewide e-Filing system and integrated EDMS, including code and unit testing, integration testing, system testing, user acceptance testing, stress/performance testing, and regression testing.

The Provider shall plan, design, and implement a test environment that replicates the production environment and network connectivity. The Provider shall load the test environment with sufficient data to perform effective testing. The Provider shall develop detailed test conditions, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.

The Provider must perform system testing. System testing must demonstrate the successful operation of the system, ensuring that the system is functioning and processing documents and data correctly. Performance testing must validate the eventual full scale use of the system by all courts and filers, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. Performance testing shall continue until performance measures are met, and are expected to be met under full operational conditions.

The Provider shall track expected versus actual test results, track all defects and their resolutions, and document rework and retesting efforts. If needed, the Provider shall work with JIS and network vendors to perform a network analysis to determine any likely network deficiencies leading to poor system testing results.

### 6.2.6.1 Key Deliverables

- System Test Plan
- Functional Testing and Test Results
- Performance Testing and Test Results
- Reliability Testing and Test Results
- Interface Testing and Certification
- Defect and Resolution Log

## 6.2.7 Document Conversion and Migration

Document conversion and migration encompasses the transfer of trial court documents and data, where applicable, into the new statewide e-Filing system and integrated EDMS data structures.

The Provider shall develop a detailed Conversion and Migration Plan, and shall coordinate all conversion activities. The Provider shall work closely with the courts to create data conversion algorithms and data maps, identify impacts on existing systems, and develop procedures for handling problems such as invalid formats on data values requiring validation.

The Provider shall design, develop, and test the required conversion load programs, and shall plan and coordinate conversion test runs with the courts and any other pertinent agencies or departments as needed.

### 6.2.7.1 **Key Deliverables**

- Conversion and Migration Plan
- Data Mapping
- Conversion Load Programs
- Mock Conversions and Results
- Final Conversion and Migration

### 6.2.8 **Hardware and Software Requirements**

The Provider shall provide specifications for any hardware, network infrastructure and third-party software required or recommended by the Provider for courts to effectively utilize the statewide e-Filing system and integrated EDMS. Any required upgrades to such components will also be specified. At SCAO's option, the Provider shall support SCAO with the procurement of any required hardware and software.

Regardless of the location or ownership of the environments, the Provider shall specify a configuration adequate to support independent instances of the full system for production, test, development and other purposes.

#### 6.2.8.1 **Key Deliverables**

- List of recommended or required hardware and software

### 6.2.9 **Organizational Change Management**

Organizational Change Management (OCM) addresses impacts to the people in an organization and how they cope with changing business processes, policies, organizational alignment, etc. when a new technology is introduced. Because change impacts people and processes in different ways throughout the organization, incorporating a formal OCM program into the implementation is necessary.

The Provider will be expected to support SCAO's change management objectives, including participation in the planning and delivery of SCAO's OCM program and communication plans.

#### 6.2.9.1 **Key Deliverables:**

- Change Management Planning and Program support

### 6.2.10 **Training**

The Provider shall prepare a Training Plan, detailing the different groups of trainees and the training methodology and courses to be used for each. The Provider shall develop a detailed training curriculum, prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other SCAO and court staff.

#### 6.2.10.1 **Key Deliverables**

- Training Plan
- Training Curriculum and Materials
- Training to End Users, Technical Staff, and SCAO/court "Trainer" Personnel

### **6.2.11 System Deployment/Cutover**

The Provider shall develop a System Deployment/Cutover Plan for implementing the statewide e-Filing system and integrated EDMS into production, according to a phased implementation approach whereby a statewide e-Filing system and integrated EDMS system will be deployed in groups of courts over time. The Provider shall develop a preliminary implementation schedule to be finalized with SCAO. The final Deployment Plan shall include a detailed schedule that clearly defines key milestones, deliverables, tasks and responsibilities. Using the Deployment Plan as the guide, the Provider will lead the deployment/cutover effort.

Within the Deployment Plan, the Provider will include detailed plans for integrating the statewide e-Filing system and integrated EDMS with systems in use by SCAO, trial courts, and other external organizations (e.g., CEPAS, MSP, State Bar of Michigan).

#### **6.2.11.1 Key Deliverables**

- Draft and Final System Overall Deployment Plan
- Individual Deployment / Integration Plan for Each Trial Court
- Incremental Deployments
- Full System Deployment

### **6.2.12 Acceptance Testing**

Acceptance testing will verify that users of the statewide e-Filing system and integrated EDMS agree that the systems function properly. The Provider shall develop an Acceptance Test Plan, and shall manage the acceptance testing effort by leading a team comprised of SCAO and trial court users from various functional areas in conducting the Acceptance Test. The Acceptance Test will verify the following:

- All functional aspects of the system
- Ease of use
- System, data, and application security
- Response time and overall system performance
- Performance of system interfaces
- Effectiveness of training methods and materials

#### **6.2.12.1 Key Deliverables**

- Acceptance Test Plans for the overall system and for each court deployment
- Acceptance Test Results
- Defect and Resolution Log

## **6.3 Support Services**

Support services are primarily focused on ensuring that SCAO and trial court staff are fully prepared for the implementation, as well as operation of the statewide e-Filing system and integrated EDMS after its implementation. Please note that Support Services will be required subsequent to full deployment of the statewide e-Filing system and integrated EDMS as courts are “on-boarded.”

### **6.3.1 Hosting Services**

The Provider shall host and operate the statewide e-Filing system and integrated EDMS at a facility owned and administered by the Provider or one of its Subcontractors. The Provider shall be responsible for ensuring that all necessary hardware, software, and personnel required to operate the system will be in place per the agreed-upon System Deployment Plan.

The system shall remain accessible to all users 24 hours a day, seven days a week with a 99.9% uptime guarantee. All non-scheduled downtime must be reported by the Provider to SCAO immediately, and scheduled maintenance and downtime must be coordinated with SCAO via a defined change control schedule to minimize impact on courts and filers.

The Provider shall prepare a comprehensive Service Level Agreement with SCAO defining operational service levels, disaster recovery plans, and business continuity objectives. The Provider shall monitor the system and provide monthly (and on-demand) system operations and performance metrics reports comparing results against service levels, transaction volumes, and status of application support and problem management activities in progress.

#### **6.3.1.1 Key Deliverables**

- Hosting of the statewide e-Filing system and integrated EDMS
- Service Level Agreement documenting agreements made during contracting
- Monthly Operations and Performance Service Level Reports
- Disaster Recovery and Business Continuity Plans

### **6.3.2 Help Desk and Problem Resolution**

The Provider shall provide a help desk for the statewide e-Filing system and integrated EDMS, which must be fully operational at the time of deployment in the first court. Multiple alternative communication channels to the Help Desk shall be provided, including toll-free telephone services, e-mail, real-time chat, and a web form contact process.

The Help Desk will log all reported problems, and either resolve the problem directly or escalate to specialists including the Provider's resources or third parties such as third-party software vendors.

To support effective communication between SCAO and the Provider, the Provider will assign a single point of contact for SCAO.

#### **6.3.2.1 Key Deliverables**

- Help Desk Support Services
- e-Filing and EDMS Help Desk Support Procedures (triage and troubleshooting)
- Single Point of Contact

## **6.4 System Maintenance Services**

As part of the implementation contract, the Provider shall provide Maintenance Services after deployment of the system. System Maintenance Services include:

### **6.4.1 System Warranty**

The Provider shall warranty the electronic filing and document management system backbone for 90 days after acceptance. The Provider shall additionally provide 90 days of enhanced

support following deployment of the system to each court. During this period, the Provider shall fix bugs in all software or hardware components, and update any system documentation accordingly.

#### 6.4.1.1 **Key Deliverables**

- System Warranty
- Enhanced Support Services to courts

#### 6.4.2 **Maintenance and Upgrades**

The Provider shall provide software maintenance and upgrades. Software maintenance includes preventative maintenance to keep the system current with the Provider's release and version levels; corrective maintenance to apply software patches in response to problems reported by users of the system; adaptive maintenance to ensure the system continues to operate properly when the technology environment changes (e.g., OS updates or version changes, hardware upgrades or firmware updates); and performance tuning to ensure that the system operates at peak efficiency.

The Provider shall maintain hardware on a continual basis to ensure that the system components stay current with evolving industry-standard technology platforms. The Provider shall upgrade hardware as necessary to meet system and transaction volume capacity requirements and performance objectives.

#### 6.4.2.1 **Key Deliverables**

- Preventative, Corrective, and Adaptive maintenance services
- Updated System Documentation
- Monthly service-level performance reports against each Service Level Agreement, including trends for each and summary view