



State of Alaska
Alaska Court System

Request for Proposals ACS-RFP-13-014

eFiling System

Date of Solicitation: Friday, February 22, 2013, Alaska Time (AKT)
Pre-Proposal Conference: Wednesday, March 13, 10:00 a.m. AKT
Proposal Submission Deadline: Thursday, March 28, 2013, 2:00 p.m. AKT

Proposal Submission shall be mailed/delivered to the address below. All questions related to this RFP shall be made in writing to the Alaska Court System contact below. Proposals are not subject to public opening.

Alaska Court System
Deanna Hoey, Finance Officer
820 West 4th Avenue
Anchorage, AK 99501

Company Submitting Proposal

DOES YOUR BUSINESS QUALIFY FOR
THE ALASKA BIDDER'S PREFERENCE?

[] YES [] NO

Printed Name

IF YOU QUALIFY FOR ANY OF THE
OTHER PREFERENCES LISTED ON
PAGES 33 AND 34, CHECK THE
APPROPRIATE BOX?

[] #3 [] #5 [] #6 [] #7 [] #8 [] #9

Telephone Number 907-264-8225

Authorized Signature

Fax Number 907-264-8290

dhoey@courts.state.ak.us

Date

Federal Tax ID Number

Alaska Business License Number

Telephone Number

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A. QUESTIONS AND COMMENTS

Questions and comments may be emailed to dhoey@courts.state.ak.us. Offerors shall not communicate with any judicial officer or other Alaska Court System (sometimes referred to as "ACS") employees regarding this RFP. No statements of any representative of the ACS shall be relied upon as changing the language or intent of the proposal. Any changes to the solicitation shall be issued by written amendment by the responsible procurement officer.

B. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference, to discuss the requirements, the terms and conditions of this solicitation, and to provide clarification to potential offerors will begin at 10:00 a.m. AKT on Wednesday, March 13, 2013 in the ACS Snowden Administration Building, Training Center at 820 W 4th Ave. Offerors may participate via teleconference by calling 1-800-768-2983 and entering conference code 2648225 when prompted. Questions and comments prior to the pre-proposal conference should be submitted at least three business days in advance so that they may be addressed during the pre-proposal conference.

C. ANTICIPATED CALENDAR OF EVENTS

RFP Issued	February 22, 2013
Written Questions Due	March 8, 2013
Pre-Proposal Conference	March 13, 2013
Proposals Submission Deadline	March 28, 2013
Offerors Notified on Demos	TBD
Demonstrations	TBD
Customer Site Visits	TBD
Notice of Intent to Award	TBD
Award of Contract	TBD

D. PURPOSE

To improve the timeliness, completeness and accuracy of its case records, the court needs to: receive information from and provide information to parties, counsel, external agencies and the general public in electronic form; and share electronic case files internally to eliminate delays and errors caused by sharing paper case files.

ACS's overall business objective is to have an electronic court record system to enable trial courts to become paper-on-demand (POD) and no longer maintain paper trial court records in any case types. This RFP is designed to elicit proposals for an Electronic Filing System that will be part of the larger electronic court record system program (LYNX). The eFiling system will be integrated with the court system's Case Management System (CMS) and Document Management System (DMS). The CMS is CourtView and the DMS has yet to be determined. An RFP for a new DMS will be issued in the near future.

The ACS plans to deploy a statewide eFiling system using a "day-forward," approach. New cases filed and existing active cases will become part of the new eFiling system to enable a complete electronic record for all parties to a case and for all those who will access the electronic trial court record from anywhere.

E. APPROACH

EFiling can be defined in any number of ways, but for the purposes of this RFP, the ACS broadly defines eFiling as the electronic exchange of data (e.g., names and identifying information about litigants, charges, financial information, dispositions) between the ACS and other entities. It is the data on a document that is important—not the document itself. E-Filing can occur in all case types and may involve any number of entities including, but not limited to: judicial officers, pro se litigants, private attorneys, parties, other agencies, banks, collections agencies, etc.

ACS envisions a data-centric eFiling model where parties are presented with wizards, smart forms or templates to collect the data. A data-centric approach using wizards may be most helpful to pro se litigants in case types such as small claims, protective orders in domestic violence cases and divorce cases, as well as case filings that are predominantly forms driven, as in probate cases. Data are stored in the CMS or an auxiliary database. ACS desires the ability to reconstruct data in "human-readable" documents on demand, without storing an electronic image of the original document or paper filing. ACS understands, however, that there will always be a need to receive some information via paper documents (e.g., exhibits, handwritten pleadings and information from pro se litigants who do not have access to the necessary computer technology). Information from paper documents would be scanned and uploaded (i.e., an image-centric system). However, ACS expects it will be necessary to store electronic versions or images of filings during a transitional period while users become more familiar and confident in the use of the new data-centric system.

The migration path from paper to data works most effectively when the eFiling system, CMS and DMS are loosely coupled, adhering to the Global Reference Architecture (GRA) model. Adherence to the GRA model should accommodate the filing and management of the initial and subsequent information submittals with the court to create the electronic record.

Whenever there is a requirement to scan a document, it will be stored in a DMS with associated meta-data. Any associated meta-data should be stored in the court's CMS or an associated database. Exchange of data between these systems will conform to national standards (e.g., ECF 4.x). The systems will be loosely coupled so that replacement or modification of the eFiling system, DMS or CMS will be as seamless as possible.

The ACS prefers a proposed timeline that enables the ACS to migrate to a data-centric environment sooner rather than later.

F. BACKGROUND INFORMATION

1. Organization and Administration of Courts

Alaska has a unified, centrally administered court system funded almost entirely by the State. Municipal governments do not maintain separate court systems. There are four levels of courts in the Alaska Court System, each with different powers, duties and responsibilities. The *Superior Court* and *District Court* are *trial courts*, which initially hear and decide court cases. The *Supreme Court* and *Court of Appeals* are *appellate courts*, which review and decide appeals from decisions made by the trial courts. Title 22 of the Alaska Statutes sets out the jurisdiction and responsibilities of each court.

The Chief Justice of the Alaska Supreme Court is the administrative head of the Alaska Court System. An administrative director is appointed by the chief justice with concurrence of the Supreme Court. The administrative director supervises the administration of all courts in the state.

2. The Alaska Supreme Court

The Alaska Supreme Court is the highest level of state court in Alaska. It hears appeals from lower state courts and also administers the state's judicial system. The Supreme Court includes the chief justice and four associate justices. The five justices, by majority vote, select one of their members to be the chief justice. The chief justice holds that office for three years and may not serve consecutive terms.

The Supreme Court hears oral argument in cases on a monthly basis in Anchorage, approximately each quarter in Fairbanks and Juneau, and on occasion in other Alaskan communities. The court prefers to hear oral argument in the judicial district where the case was originally heard by the trial court.

Under the Alaska constitution, the Supreme Court establishes rules for the administration of all courts in the state and for practice and procedure in civil and criminal cases. The Supreme Court also adopts rules for the practice of law in Alaska. The Alaska Legislature may change the court's procedural rules but only by a two-thirds majority of both houses. The Alaska Rules of Court tend to follow the federal rules.

The Alaska Supreme Court and the Court of Appeals will be developing an Appellate Court eFiling system under a different program. Integration with this system is not part of this RFP.

3. Court of Appeals

The Court of Appeals is a three-judge court consisting of a chief judge and two associate judges. The Court of Appeals was created in 1980 by the Alaska Legislature. The chief judge of the Court of Appeals is appointed by the chief justice to serve a two-year term.

The Court of Appeals has jurisdiction to hear appeals in cases involving criminal prosecutions, post-conviction relief, juvenile delinquency, extradition, habeas corpus, probation and parole, bail, and the excessiveness or leniency of a sentence.

4. Statewide Trial Courts

The two levels of trial court in the Alaska Court System are the Superior Court and the District Court:

a. The Superior Court

The Superior Court is the trial court of general jurisdiction. There are forty-two Superior Court judges throughout the state. The Superior Court has the authority to hear all cases, both civil and criminal, properly brought before the state courts, with the very limited exception of matters taken directly to the Supreme Court. As a matter of practice, however, the Superior Court does not routinely hear cases that may be brought in the District Court, the court of limited jurisdiction.

b. The District Court

The District Court is a trial court of limited jurisdiction. Its powers are narrower than those of the Superior Court. At the time of statehood in 1959, the legislature created a District Court for each judicial district and granted the Supreme Court the authority to increase or decrease the number of District Court judges within each judicial district. There are currently twenty-three District Court judges serving in three of the four judicial districts.

Magistrate judges are judicial officers of the District Court whose authority is more limited than the authority of a District Court judge. They preside over certain types of cases in areas of the state where the services of a full-time District Court judge are not required. Some magistrate judges serve more than one court location. Magistrate judges also serve in metropolitan areas to handle routine matters and ease the workload of the District Court judges. A magistrate judge is not required to be a lawyer. There are 53 magistrate judges serving in the four judicial districts.

5. Judicial Districts

The trial courts in Alaska are divided among four judicial districts, whose boundaries are defined by statute. In January of each year, the Chief Justice of the Supreme Court designates a Superior Court judge from each of Alaska's four judicial districts to serve as presiding judge for a term of one calendar year. Assisting the presiding judge with administrative responsibilities for each judicial district are the area court administrators. Although the presiding judge and area court administrator are responsible for the day-to-day administration of the trial courts within the district, the Supreme Court sets policy and controls procedure within the trial courts. There are no local rules. A presiding judge may issue administrative orders, but these orders must be approved by the Supreme Court and may not establish procedures within the district that conflict with the statewide rules.

a. First Judicial District

The First Judicial District, which stretches more than 500 miles along the Southeast Alaska Panhandle, has twelve court locations. Superior Court judges, District Court judges, and District Court magistrates serve in Juneau and Ketchikan, and a Superior Court judge and District Court magistrate serve in Sitka. Nine communities--Angoon, Craig, Haines, Hoonah, Kake, Petersburg, Skagway, Wrangell, and Yakutat--are served by resident District Court magistrates.

b. Second Judicial District

The Second Judicial District begins at the northern end of the Yukon-Kuskokwim Delta and runs north and east along the coasts of the Bering, Chukchi, and Beaufort Seas to the Canadian boundary. The district's three largest communities are Nome, founded during the Gold Rush on the banks of Norton Sound; Kotzebue, an ancient arctic trading hub located twenty-nine miles above the Arctic Circle; and Barrow, the northernmost community in North America. Resident Superior Court judges and District Court magistrates serve in each of these communities. A resident District Court magistrate also serves in the village of Unalakleet.

c. Third Judicial District

The Third Judicial District covers Southcentral Alaska, the southern region of Southwest Alaska, the Aleutian Chain and the Pribilof Islands. It extends from the Canadian border nearly to the Russian Far East. The district includes fourteen court sites, ranging in size from single magistrate locations to the Anchorage trial court, which alone handles almost half the workload of the statewide court system. Both Superior Court and District Court judges serve in Anchorage, Kenai, and Palmer; and Superior Court judges serve in Dillingham and Kodiak. Resident magistrates also serve in each of these communities. District Court judges are located in Homer and Valdez; and District Courts served by resident magistrates are located in Cordova, Glennallen, Naknek, Seward, and Unalaska. Itinerant court sites served by judicial officers from other communities are maintained in Sand Point and St. Paul.

d. **Fourth Judicial District**

The Fourth Judicial District covers Interior Alaska and the northern region of Southwest Alaska. It extends from the Canadian border on the east to the Bering Sea on the west. The vast size of this region makes it the largest state trial court judicial district in the United States. Combined Superior and District Court locations are located in Bethel, at the mouth of the Kuskokwim River; and in Fairbanks, the regional hub of the Interior. Resident Superior Court judges, District Court judges and magistrates serve these communities. District Courts served by magistrates are located in ten other communities in the region: Aniak, Chevak, Delta Junction, Emmonak, Ft. Yukon, Galena, Nenana, St. Mary's, and Tok. Itinerant court sites served by judicial officers from other communities are maintained in McGrath and Tanana.

6. **Selection of Judicial Officers and Clerks**

The Alaska Constitution provides for the selection of judges by merit; that is, judges are selected on the basis of their qualifications, rather than their political or social connections. Alaska was one of the first states to adopt merit selection of judges. Today, over thirty other states select some or all of their judges in this way.

Magistrate judges and clerks of court are also selected based on merit. Magistrate judges are hired by the presiding judge of each judicial district and serve at the pleasure of the presiding judge. The area court administrators hire the clerks of court for the district.

7. **Trial Court Caseload**

ACS estimates that approximately 4.5 million pages are filed in the trial courts annually. Refer to the following link for a full and current description of the ACS: <http://courts.alaska.gov/ctinfo.htm> and a map of ACS's Venue Districts: <http://www.courts.alaska.gov/venuemap.pdf>. Refer to the following link for the Alaska Court System Annual Statistical Report: <http://courts.alaska.gov/reports/annualrep-fy11.pdf>.

The ACS is currently using CourtView v2.5.8 as its CMS. CourtView is deployed statewide for all casetypes in all courts. In addition to the general modules of CourtView, the ACS also uses JuryView, eAccess and Online Payment. The ACS currently owns 500 concurrent user licenses managed through the Compuware Distributed License Manager (DLM). This is currently a single database instance.

As of December 31, 2012 there were 4,178 members of the Alaska bar. Refer to link http://alaskabar.org/servlet/content/member_statistics.html for the latest number and categories.

Appendix C contains information about ACS's locations, Wide Area Network (WAN) and technical infrastructure.

On April 26, 2012, the Chief Justice of the Alaska Supreme Court ordered the creation of a governance committee for the ACS's eFiling efforts (Order 6206, Appendix A).

G. SCOPE

The ACS desires proposals from offerors who have an eFiling system that can satisfy, as of the time a proposal is submitted, as many as possible of the functions and capabilities described in Tables E and F. Each of the following sections should be addressed in the offeror's proposal.

1. **Business Functions and Capabilities:** Table E details the business functions and capabilities ACS desires of an eFiling system and the way in which it interfaces/integrates with the DMS and CMS. The functions and capabilities in Table E are distributed among the eFiling, CMS and DMS systems because the ACS understands that some eFiling systems include the DMS and CMS functions and capabilities, while others do not. Table E is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal. Instructions for completing Table E are described in Table E.
2. **Technical and Administrative Functions and Capabilities:** Table F details the technical and administrative functions and capabilities the ACS desires of an eFiling system. The ACS intends to host the production, test, development and Continuity of Business Operations Plan/Backup documents and data. Instructions for completing Table F are described in Table F.

ACS strongly prefers that the proposed eFiling system work within the constraints of the ACS technical infrastructure to the extent possible. ACS is aware that external customers (e.g., lawyers, pro se litigants) may be accessing the system via their own infrastructure over which ACS has no control. The preference is to minimize the need to upgrade components and to have an eFiling system that works with the current technology of both ACS and its customers. The offeror should describe the operating systems and browsers that work with their proposed eFiling system. The major technology challenges may be the lack of bandwidth and high latency in many of ACS remote locations, where ACS staff and customers still connect to the network via satellite.

The offeror should describe the infrastructure (e.g., servers, minimum desktop support, bandwidth and latency) that the proposed system requires to yield an average three (3) second interactive user response time. ACS is aware that network activity may impact user response time. ACS is prepared to accept a machine response time of less than one (1) second in recognition of the network impact on end user response time. The POC in remote and urban areas selected will help ACS and the contractor to specifically address this issue in the final contract.

The eFiling system must conform to GRA using standards like ECF 4.x. Refer to <http://docs.oasis-open.org/legalxml-court filing/specs/ecf/v4.01/ecf-v4.01-spec/csd01/ecf-v4.01-spec-csd01.html> for information. The offeror should provide at least one example of an eFiling exchange that is currently in production, using the offeror's product(s), and which conforms to the GRA.

3. **Important Distinguishing characteristics of the Offeror's e-Filing system:** The offeror should describe how the proposed eFiling system is different from those of the offeror's competition. Describe why ACS should choose the offeror's proposed system as opposed to those that may be offered by competitors.
4. **Training Plan:** The contractor will provide training for ACS administrative staff, ACS court trainers, court staff, Judicial Officers, and filers outside of the ACS. Over several years, the ACS expects to assume training responsibilities for ACS users, but the contractor will continue to support filers outside of the ACS. Due to Alaska's geography, ACS prefers a solution that minimizes the need for on-site training. ACS strongly prefers a solution that is intuitively easy to learn and relies on user-friendly wizards, visual cues and prompts, and easy look-ups for help. The less formal training needed (e.g., classroom, review of written materials, practice sessions), the better. Offerors should describe the amount and type of end user training required for success in other jurisdictions that have deployed the proposed system, broken down by court employees and other user roles. The description should address how outcomes were measured to determine when users were satisfactorily competent to use the system correctly. The proposal should also describe any problems that occurred due to lack of training and how the offeror would improve the process in this project.

The offeror should describe the proposed training plan. The description should include, at a minimum, the bullet points below.

- Training schedule and methodology
- Specific courses offered
- Training materials offered
- Train-the-trainer methodologies and options
- Method for defining desired outcomes and evaluating effectiveness of training (e.g., How will the contractor and the court system know that training needs have been met?)

5. **Electronic Filing Manager (EFM)/Enterprise Service BUS (ESB) or (Intermediary):** The offeror should propose an EFM/ESB solution for the proposed eFiling system. The offeror should consider that the same intermediary may be used for more routine data exchanges between the ACS and other entities, and that the ACS may opt to obtain its own ESB.
6. **Document Conversion Plan:** The offeror is expected to propose a plan for converting the current archived documents to a new DMS and making those documents available with the proposed eFiling system. The current documents are scanned in the following format: multipage TIFF indexed by case number and volume and stored using Group 4 Compression at 240-300 dpi. Refer to Appendix K for information about the DMS that ACS currently has implemented.
7. **Maintenance and Support Plan:** The contractor shall warrant the system design and software furnished by the contractor is free of defective material and workmanship. All labor, repairs, parts, freight and other associated costs shall be included. The contractor is responsible for the warranties, maintenance and support of the software from the time of POC acceptance. The ACS expects maintenance and support to include 24/7 uptime, within the limits of the technical architecture. A help/call center should serve as Level 1 support for all filers, especially attorneys. The ACS defines Level 1 Support as calls-of-first-instance or the initial substantive contact to resolve an issue. Level 2 Support is the next escalated level of support when Level 1 cannot resolve the customer's issue.

The offeror's proposed plan should include, but not be limited to, a response to the questions below. The offeror may propose alternate support options.

- Where are the proposed Level 1 and 2 support services located?
- What are the minimum response times of Level 1 support services?
- What are all performance levels of available support? Define each level.
- What constitutes an emergency upgrade?
- How often are major software upgrades available?
- How are software and/or database updates implemented?
- What is the proposed help/call center escalation procedure?
- What warranty is offered for the services that would be provided?
- What are the offeror's Change Control procedures?

8. **Detailed Project Plan and Implementation Schedule:** ACS expects the offeror to propose a plan that identifies major deliverables and subtasks, timelines/due dates, offeror and ACS staff duties with regard to those tasks, and task dependencies for deployment of the proposed eFiling system. The offeror should provide a detailed plan (to include the POC) that fully explains how the project would be implemented in the ACS's current technical infrastructure. The offeror should fully identify resource expectations of ACS technical and business staff, so that the ACS can evaluate those expectations against other priorities and demands on ACS staff and identify any resource shortages. ACS prefers a proposed timeline that enables the ACS to migrate to a data-centric environment sooner rather than later.

9. **Continuity of Business Operations Plan (COOP):** The ACS recognizes that the elimination of the paper file and reduction of redundant data entry are two of the largest returns on investment that an eFiling system can yield. The ACS is also aware that when paper is no longer available, there must be business and technical contingency plans to minimize disruption of business for the filers, court staff and judicial officers when inevitable disruptions caused by network, system or application down-time occur. The offerors proposal should include a plan to assure minimal business down-time through use of both (1) a “high availability technical solution,” and (2) a technical solution for “load balancing” to accommodate situations when high demand on the primary production application server affects user response time and some of the incoming workload may have to be offloaded to another production application server. Both of these solutions may involve any number of technical architectures like clustering, VMWare, etc. The response should be as succinct as possible.
10. **Disaster Recovery Plan.** The offeror should propose an approach to disaster recovery. ACS has a draft plan using SAN to SAN replication from Anchorage to a remote location for disaster recovery. ACS will consider all proposed solutions and incorporate as necessary. Disaster Recovery will activate when there is extended downtime of the main ACS server room in Anchorage.
11. **Key Personnel for this Project:** The offeror should identify the proposed project team, provide their resumes and describe their relevant experience. The offeror should also identify technical skills that ACS staff will need to support and maintain the proposed eFiling system in ACS’s technical infrastructure. Refer to Appendix D for an organization chart of existing ACS IT staff.
12. **Data-Centric Configuration/Tool Development:** ACS has a considerable investment in the Adobe Forms Suite and prefers that to the extent possible and complying with ECF 4.x standards and a loosely coupled Service Oriented Architecture) environment, the proposed eFiling system can use the Adobe Forms Suite (Appendix E) to collect or produce data. The extent to which the offeror’s proposed system is not compatible with Adobe, the offeror should describe their proposed methodology for how ACS can become self-sufficient in developing data capturing forms/wizards/templates.

ACS has over 1,000 forms. Refer to <http://www.courts.alaska.gov/forms-subj.htm> to access those forms. It would be prohibitively expensive for the ACS to become dependent on a contractor to develop each of these forms in a data-centric model. ACS prefers a system that is configurable by ACS and has a methodology or tool for ACS to easily manage the development and deployment of data collection tools in a data-centric eFiling model.
13. **Document Management Systems:** ACS expects the proposed eFiling system to integrate with document management systems. The offeror’s proposal should identify the DMS systems currently installed and working with the proposed eFiling system and provide current contact information for court locations in which they are installed.
14. **Court Case Management Systems:** ACS expects the proposed eFiling system to integrate with court case management systems. The offeror’s proposal should identify the case management systems currently installed and working with the proposed eFiling system and provide current contact information for court locations in which they are installed.
15. **Proof of Concept Required:** ACS requires a POC for both the image-centric and data-centric models. The POC requirements are designed to provide ACS with confidence that the proposed system will work in Alaska’s environment. ACS will reimburse the contractor for the POC on an expense-only basis (i.e., agreed upon/approved staff salaries and expenses and actual travel expenses in accordance with Section G.16. below). ACS will incur costs for the necessary hardware and networking expenses as agreed to, but will not pay the offeror for product licensing fees, maintenance fees or any other form of “profit” during the POC time period. The POC must satisfy agreed upon performance measures and be formally approved by the ACS project manager.

The POC project will demonstrate the ability of an attorney and pro se litigant to electronically file a petition for a 20-day ex parte protective order in a domestic violence case. This will be limited to the DV-100, DV-110 and DV-125 forms. It will not involve all forms that are usually involved in this process (e.g., the DV-114 and the DV-127 will not part of the POC), but is expected to successfully demonstrate the functions described below:

- a. the system can perform a simple scan/upload of a paper copy of both the DV-100 and DV-125 completed forms and show that the electronic images of those scanned forms can be accessed from ACS's DMS and CMS as well as any ACS computer.
- b. the DV-110 related to the DV-100 is uploaded to ACS's DMS from an electronic copy stored on a filer's desktop/laptop. The filer can browse their hard drive, locate the DV-110, have a mechanism that would enable the filer to link the DV-110 to the relevant DV-100 already stored on the DMS, and access the DV-100 attached to its related DV-110 from any ACS computer;
- c. the following meta-data fields can be associated with scanned or browsed/uploaded documents and used to search for documents at a later time (petitioners' and respondents' last names, first names, middle initials or names, DOBs, genders, court case numbers, document types, date and time of submittals, and form number);
- d. the following groups each have a separate homepage: judges, clerks and filers (limited list for POC). The filers will be directed to the appropriate homepage based on their user security classification. The contractor may propose the design, with ACS final approval, of these homepages for the POC, but they must include the specifications described under this Proof of Concept Section G.15. The eFiling users will need to be authenticated on a sign-in page requiring at least a username and password.
- e. the system can create a simple data collection form for attorneys and a wizard for pro se litigants to file the data collected on the DV-100 and DV-125 forms, then populate the CMS or auxiliary database with the data from the form/wizard, and then reconstruct the official court form (i.e., DV-100 and DV-125) on demand. ACS prefers to use the Adobe Suite for data collection only, but not necessarily for the workflow.
- f. the signature requirements include pro-se litigants, attorneys, court clerks, and judicial officers.
- g. the user response time is acceptable (i.e., 1-5 seconds depending on location, function or navigation command) in both a remote satellite location (e.g., Nome or Barrow) and a more populated area with a more robust network (e.g., Palmer or Anchorage). Refer to Section G.2. for additional information on response times;
- h. the COOP (i.e., electronic real-time high availability) works with the contractor's network and server solution. Since the plan is to dispense with as much of the paper file as possible, this is critical;
- i. the forms and data can be modified and versioned where changes are logged;
- j. the data can be made available electronically to Department of Public Safety (DPS) conformant with the GRA, and that the contractor is versed sufficiently in the GRA to demonstrate specifically how their system is conformant with the GRA;
- k. the system can provide for electronic service of process of the DV-125 for registered litigants or for Service of Process providers (in the case of protective orders in Alaska, these are peace officers). This will involve working through a portal for Service of Process providers that will be developed by the contractor;
- l. the system can docket, in CourtView, an electronic message indicating the date and time of "proof of service";

- m. the DV-125 and the DV-110 can be populated as much as possible from data already gathered from the DV-100;
- n. the data exchange with DPS will work with ACS's EFM/ESB (to be determined at a later date);
- o. the system has a workflow component configurable by ACS, which allows the ACS users or filers to direct the DV-100, DV-110 and DV-125 through the system. Refer to the workflow diagram in Appendix J to identify the points of workflow relevant to the POC;
- p. the system has a centralized data and document repository (to be located somewhere in Anchorage) from which anyone anywhere can access the forms or data they are authorized to access;
- q. the Judicial Officer can annotate (write comments via either the eFiling system or the DMS) on a copy of the DV-100 for the Judicial Officer's eyes only. This creates two views: a public view where the annotations cannot be seen and a private copy where annotations can be viewed only by the Judicial Officer; and
- r. the victim's address on the DV-100 can be redacted (by either the eFiling system or the DMS). This creates two views: a public view where the victim's address is redacted and an official view where the address can be viewed.

The workflow for the abridged process described above is located in Appendix J. The forms involved in the POC are located in Appendices G, H and I (these forms include the DV-100, the DV-110 and the DV-125). The POC is to be completed within three to four months from the start of the contract. While in the POC phase, ACS may test any of the other functions and capabilities of the proposed eFiling system that the contractor indicates is available at the time of proposal submission (i.e. an "X" marked in Column B on the business and technical/administrative functions/capabilities tables E and F).

16. **Travel:** Total costs reimbursed for out-of-pocket expenses associated with traveling to and from Alaska as well as working on-site in Alaska cannot exceed \$100,000 annually. With the exception of meal expenses, all other expenses must be supported by receipts. The ACS is only able to reimburse the cost of airline tickets purchased in coach class of service. With the exception of travel from Anchorage to other court locations (Intra-Alaska travel), the contractor will not be compensated for the time spent in travel status to perform work in Alaska. Travel expenses associated with Intra-Alaska travel will be paid by the ACS. While in travel status within Alaska, the per diem rate of \$60 will be paid.

While it is estimated that travel costs will average \$8,000 per month, ACS realizes that due to the nature of the work, the contractor may be on-site for longer durations during some months as opposed to other months. ACS also understands that more than one member of the contractor's team may be on-site at any given time and that during these months, the reimbursable travel expenses may be greater. To obtain reimbursement for travel expenses, the contractor will be required to submit a travel expense report with each invoice. This report must include receipts to support the travel costs for which reimbursement is sought. Meal receipts are not necessary as the contractor will be paid \$60 per day to cover meal expenses. It is the contractor's responsibility to ensure that the aggregate cost of all travel expenses does not exceed \$100,000 over a 12-month contractual period.

****The \$100,000 annual travel limitation does not start until the POC has been completed and accepted.**

H. PROPOSAL EVALUATION AND AWARD

1. **Basis of Award:** The ACS intends to award a contract to a responsible and responsive offeror whose proposal receives the highest overall score from the evaluation committee.
2. **Evaluation Committee:** An evaluation committee consisting of ACS representatives, appointed by the Administrative Director of the ACS, will independently review each offer received from responsive offerors. Evaluators will rate each offer according to the methodology outlined below.
3. **Proposal Content:** The offeror's proposal shall present information, which satisfies requirements of the evaluation criteria and other applicable portions of the proposal. Offerors shall decide the level of detail necessary to adequately describe the services proposed in the offer.
4. **Administrative Evaluation for Responsiveness:** Offers will first be evaluated to determine if they are responsive to the submittal requirements of the solicitation: completeness and compliance with all other requirements including instructions, provisions, and terms and conditions of this solicitation. Offers that fail to comply with the essential requirements of the solicitation may be rejected as non-responsive and eliminated from further consideration.
5. **Evaluation Criteria and Method Used:** Evaluation will be made on a points system. The total number of accruable points per offer is a maximum of 1250 points. Proposals will be evaluated and scored on each criterion by how well offered solutions meet objectives as stated in this RFP.

Criteria	Assigned Points	Assigned Weight
Cost of Ownership	150	15%
Business Functions and Capabilities	300	30%
Technical/Administrative Functions and Capabilities	100	10%
Important Distinguishing Characteristics	30	3%
Training Plan, Intermediary Plan, Document Conversion Plan, Maintenance & Support Plan	70	7%
Detailed Project Plan and Implementation Schedule	50	5%
Continuity of Business Operations and Disaster Recovery Plan	20	2%
Key Personnel for Project	50	5%
References	50	5%
Viability of the Offeror	30	3%
Data-Centric Configuration/Tool Development	150	15%
Subtotal	1000	100%

Top Ranked Offerors

Demonstration	250
Total	1250

- a. **Cost of Ownership (150 points maximum):** The lowest offered sum of Totals for Pricing Tables A, B and C on the Pricing Schedule will receive 150 points. All other offers are assigned points based on the formula defined below. Points allocated to higher priced offers will equal the lowest offered price multiplied by 150 points divided by the higher priced offer. Any offer may be rejected if it is unreasonable as to price. The Offeror may be asked to provide additional information to establish the reasonableness of any price offered.

Example - Formula Used to Convert Cost to Points

Offered prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 - \$100,000
 Offeror #2 - \$110,000
 Offeror #3 - \$120,000

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Offer}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Offer})} = \text{POINTS}$$

The RFP allotted a total of 150 points for cost. Offeror #1 receives 150 points. Offeror #2 receives 136 points.

$$\begin{array}{ccccccc} \$100,000 & \times & 150 & = & 15,000,000 & \div & \$110,000 \\ \text{Lowest} & & \text{Max} & & & & \text{Offer \#2} \\ \text{Cost offer} & & \text{Points} & & & & \end{array} = \begin{array}{c} 136 \\ \text{Points} \end{array}$$

- b. **Business Functions and Capabilities (300 points maximum):** Table E details the business functions and capabilities ACS desires of an eFiling system and the way in which it interfaces/integrates with the DMS and CMS. Table E is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal. Instructions for completing Table E are described below and in Table E. Scoring will be allocated based on proposed systems that are ready to satisfy as many as possible of the functions and capabilities described in Table E.

INSTRUCTIONS: For each function/capability listed, the offeror should indicate if the function/capability is provided by the proposed eFiling system. The offeror should mark an "X" in the appropriate column indicating if the function/capability has been developed and deployed, is currently in development or if the offeror can develop it. A blank in all three columns indicates the function is not developed and is not being offered for development. If the offeror indicates their proposed system has a function/capability, the ACS may expect to see that function/capability successfully demonstrated during customer site visits (refer to Section H.5.m.). The offeror should enter either "CMS" or "DMS" in the Comments column if the proposed system does not have that function/capability and if it is provided by a CMS or DMS currently installed and working somewhere with the proposed eFiling system (i.e., identified by the offeror in response to Section G.13. or G.14.). Inaccurate claims on a proposal may disqualify an offeror's entire proposal from further consideration.

- c. **Technical and Administrative Functions and Capabilities (100 points maximum):** Table F details the technical and administrative functions and capabilities ACS desires of an eFiling system. Table F is provided in a spreadsheet format and is to be completed by the offeror and submitted as part of their proposal. Scoring will be allocated based on proposed systems that are ready to satisfy as many as possible of the functions and capabilities described in Table F as well as responses to c.2. and c.3. below.

1. Instructions for completing Table F: For each function/capability listed, the offeror should indicate if the function/capability is provided by the proposed eFiling system. The offeror should mark an "X" in the appropriate column indicating if the function/capability has been developed and deployed, is currently in development or if the offeror can develop it. A blank in all three columns indicates the function is not developed and is not being offered for development. If the offeror indicates their proposed system has a function/capability, the ACS may expect to see that function/capability successfully demonstrated during customer site visits (refer to Section H.5.m.). The offeror should enter either "CMS" or "DMS" in the Comments column if the proposed system does not have that function/capability and if it is provided by a CMS or DMS currently installed and working somewhere

with the proposed eFiling system (i.e., identified by the offeror in response to Section G.13. or G.14.). Inaccurate claims on a proposal may disqualify an offeror's entire proposal from further consideration.

2. How well does the offeror describe the operating systems and browsers that work with the proposed system? Preference will be given to an eFiling system that works within the constraints of the ACS technical infrastructure to the extent possible. The preference is to minimize the need to upgrade components and to have a system that works with the technology ACS and its customers have.

How well does the offeror describe the infrastructure (e.g., servers, minimum desktop support, bandwidth and latency) that the proposed system requires in order to yield an average three (3) second interactive user response time?

3. How well does the offeror demonstrate that the proposed eFiling system conforms to GRA using standards like ECF 4.x? The offeror should provide at least one example of an eFiling exchange that is currently in production, using the offeror's product(s), and which conforms to the GRA. How well does the offeror explain how the exchange conforms to GRA and ECF 4.x and address/explain areas of nonconformity?

d. Important Distinguishing characteristics of the Offeror's e-Filing system (30 points maximum):

The offeror should describe how the proposed eFiling system is different from those of the offeror's competition. How well does the offeror demonstrate why their proposed system should be chosen as opposed to those that may be offered by competitors?

e. Training Plan, Intermediary Plan, Document Conversion Plan, and Maintenance and Support Plan (70 points maximum):

1. Training Plan: The contractor will provide training for ACS administrative staff, ACS court trainers, court staff, Judicial Officers, and filers outside of the ACS.

How well does the offeror describe their proposed training plan? The proposed plan should describe and answer, at a minimum, the bullet points below:

- Training schedule and methodology. Preference will be given to a solution that minimizes the need for on-site training.
- Specific courses and training materials offered. Preference will be given to a solution that is intuitively easy to learn and relies on user-friendly wizards, visual cues and prompts, and easy look-ups for help. The less formal training needed (classroom, review of written materials, practice sessions, etc.), the better.
- Train-the-trainer methodologies and options.
- Method for defining desired outcomes and evaluating effectiveness of training – how will the contractor and ACS know that training needs have been met?
- Over several years, the ACS expects to assume training responsibilities for ACS users, but the contractor will continue to support filers outside of the ACS. How well does the offeror demonstrate their plan for this transition?
- Amount and type of end user training required in other jurisdictions that have deployed the proposed system, broken down by court employees and other user roles. How well does the offeror address how outcomes were measured to determine when users were satisfactorily competent to use the system correctly? Does the offeror describe any problems that occurred due to lack of training? If so, how well does the offeror demonstrate how improvements would be made for this project?

2. Intermediary Plan: How well does the offeror describe their proposed EFM/ESB solution for the proposed eFiling system? The offeror should consider that the same intermediary may be used for more routine data exchanges between the ACS and other governmental entities and the ACS may opt to obtain its own ESB.

3. **Document Conversion Plan:** How well does the offeror describe their proposed plan for converting the current archived documents to a new DMS and making those documents available with the proposed eFiling system?
4. **Maintenance and Support Plan:** How well does the offeror describe their proposed maintenance and support plan and to provide maintenance for 24/7 uptime and user support? The proposed plan should describe and answer, at a minimum, the bullet points below. The offeror may propose alternate support options.
 - Where are the proposed Level 1 and 2 support services located?
 - What are the minimum response times of Level 1 support services?
 - What are all performance levels of available support? Define each level.
 - What constitutes an emergency upgrade?
 - How often are major software upgrades available?
 - How are software and/or database updates implemented?
 - What is the proposed help/call center escalation procedure?
 - What warranty is offered for the services that would be provided?
 - What are the offeror's Change Control procedures?
- f. **Detailed Project and Implementation Schedule (50 points maximum).** How well does the offeror demonstrate a plan that identifies major deliverables and subtasks, timelines/due dates, the offeror and ACS staff who will be executing those tasks, and task dependencies for deployment of the proposed eFiling system? How well does the proposed plan (to include the POC) demonstrate how the project would be implemented in the ACS's current technical infrastructure? How well does the offeror identify resource expectations of ACS technical and business staff? The ACS will give preference to a proposed timeline that enables the ACS to migrate to a data-centric environment sooner rather than later.
- g. **Continuity of Business Operations Plan and Disaster Recovery Plan (20 points maximum):**
 1. **Continuity of Business Operations Plan:** How well does the offeror demonstrate a proposed plan to assure minimal business down-time through use of both (1) a "high availability technical solution," and (2) a technical solution for "load balancing" to accommodate situations when high demand on the primary production application server affects user response time and some of the incoming workload may have to be offloaded to another production application server? Both of these solutions may involve any number of technical architectures like clustering, VMWare, etc.
 2. **Disaster Recovery Plan:** How well does the offeror demonstrate their proposed approach to disaster recovery?
- h. **Key Personnel for Project (50 points maximum):** How well does the offeror demonstrate their proposed project team will meet the objectives of the project and are qualified with relevant experience? How well does the offeror identify technical skills that ACS staff and/or their contract consultants will need to support and maintain the proposed eFiling system in the ACS's technical infrastructure?
- i. **References (50 points maximum):** List ALL customers for whom the offeror has provided eFiling products in the last five years. The list should include incomplete and/or unsuccessful projects. Reference information should include:
 - The Customer's Project Manager
 - Contact Phone #
 - Email address
 - Jurisdiction
 - Date Fully Installed
 - Product Installed
 - Brief description of project

- j. **Viability of the Offeror (30 points maximum):** How well does the offeror's response to the following support their viability?
1. Company name
 2. Company address
 3. Parent company (if applicable)
 4. Telephone number
 5. Fax number
 6. E-mail address
 7. Web site URL
 8. Company location (corporate office and/or other offices)
 9. Company's initial year of operation
 10. Total number of employees including an Organizational Chart
 11. Description of ownership and/or strategic partnerships of the company
 12. Description of any third-party relationships/alliances, association memberships or sponsorships
 13. Description and status of any outstanding legal action against the company or partnering company(s)
 14. Description of any acquisitions or mergers anticipated in the next six months
 15. Audited financial statements for the most recent three years. Profit and Loss Statement for the eFiling division of a company with multiple business divisions.
 16. Offeror Fiscal Viability Statement from the last audit of the offeror
 17. Most recent Dun and Bradstreet report
 18. Details of the business continuity arrangements
 19. Length of time the offeror has provided the type of product being proposed
 20. List and description of components and partnerships if the offeror is not the sole developer/implementer of the eFiling system being proposed
 21. Identification of relationship and name of organization if the proposed software was written and acquired from a third party
 22. Total number of offeror installations of the version of software being proposed (if applicable)
 23. Description of how the proposed software uses any open source code (i.e., what is the name of the open source code and who supports the open source code?)
 24. Identification of any earlier versions of the proposed product that are no longer supported
 25. Name, business location, description of work to be performed, and evidence of an Alaska business license for any subcontractor(s) to be used for the project
- k. **Data-Centric Configuration/Tool Development (150 points maximum):** How well does the offeror demonstrate how the proposed eFiling system can use the Adobe Suite to collect or produce data? The extent to which the offeror's proposed system is not compatible with Adobe, how well does the offeror demonstrate their proposed methodology for how ACS can become self-sufficient in developing data capturing forms/wizards/templates? Preference will be given to offerors that propose a system that is configurable by ACS and has a methodology or tool for ACS to easily manage the development and deployment of data collection tools in a data-centric eFiling model.

- l. Demonstration (250 points maximum):** A demonstration of the proposed eFiling system may be required by the top ranking offerors. If required, offerors will present a live, real-time version of their proposed system. It should be a live demonstration of a finished product that is in production in at least three jurisdictions (statewide or local). Demonstrations may be up to seven (7) hours in duration followed by questions from the evaluation committee. The demonstrations will be evaluated on the manner in which the offeror is represented and by the ability of the proposed system to meet the objectives of the RFP as stated in the proposed offer. This will be the offeror's opportunity to demonstrate the proposed system as it is pertinent to the project. This is also the opportunity for the evaluation committee to ask any clarification questions of the proposal. If a demonstration is required, it is anticipated that offerors selected for this process will be notified the week of April 29, 2013 to schedule the demonstration during the week of May 6, 2013 or shortly thereafter. This process will be conducted on-site in Anchorage. All travel and related costs for this process will be the responsibility of the offeror.
 - m. Customer Site Visits:** The ACS Evaluation Committee may travel to select customers of top ranked offerors where completed installations of the proposed system have been installed. These visits will be with the customer and will allow the ACS to see the proposed eFiling system working in a production environment. The ACS does not anticipate a need for the offeror to accompany the ACS on these visits.
- 6. Right to Waive Requirements:** If all offerors fail to meet any minimum requirement(s), the evaluation committee may, at the option of the Procurement Officer, waive particular requirements at its discretion. If it is determined that a requirement shall be waived, the evaluation committee must waive the requirement for all offerors equally and without discrimination.
- 7. Clarification of Offers:** In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer and evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Procurement Officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.
- 8. Discussions with Offerors:** ACS may conduct discussions with offerors in accordance with 2-204.14 of the Alaska Court System Procurement Guidelines. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and offer. Discussions will be limited to specific sections of the RFP or offer identified by the Procurement Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications to the RFP are made as a result of these discussions they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability requiring accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be made in writing by the offeror.
- 9. Best and Final Offers:** Subsequent to issuance of the last amendment, if any, and any changes made to the offers, the Procurement Officer shall set a date and time for the submission of Best and Final Offers, if such are requested. Best and Final Offers may be submitted only once unless the Procurement Officer determines that additional questions, need for clarification, or modification of the offers has been raised in the Best and Final Offer. In this case, the Procurement Officer shall notify all offerors still under consideration for award in writing. The notice shall identify the questions, changes, or modifications deemed to require further consideration, and set a new date and time for submittal of Best and Final Offers. If an offeror does not submit a Best and Final Offer or a notice of withdrawal, their immediate previous offer will be considered to be their Best and Final Offer.

I. TERM OF CONTRACT

After the POC has been fully accepted, it is anticipated that the term of the contract will be through full deployment (all casetypes at all locations), plus five (5) optional one (1) year extensions of support and maintenance. The pricing for annual maintenance for the first two years upon full deployment must be firm. Increases in pricing for each of the additional terms shall be at the rate of the increase of the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers-All, issued in January. The second year of maintenance upon full deployment will be considered the start of the base year for CPI increases. In the event of a drop in the index, pricing terms will not be adjusted downward and the most current rate will remain in effect.

J. LIST OF TABLES

Table A: Pricing Table - POC: Image-Centric eFiling

Table B: Pricing Table - POC: Data-Centric eFiling

Table C: Pricing Table - Image-Centric eFiling Licensing and Other Fees

Table D: Pricing Table – Data-Centric Configuration/Tool Development eFiling

Table E: Business Functions and Capabilities

Table F: Technical and Administration Functions and Capabilities

K. APPENDICES

Appendix A: Special Order of the Chief Justice # 6206

Appendix B: Standard Contract Form

Appendix C: Technology Infrastructure

Appendix D: Information Services Organization Chart

Appendix E: Adobe LiveCycle (LC) Products

Appendix F: Glossary of Acronyms

Appendix G: DV-100 Form for the POC

Appendix H: DV-110 Form for the POC

Appendix I: DV-125 Form for the POC

Appendix J: Abridged Workflow for POC

Appendix K: Current Document Management System

L. SUBMITTALS

To assist offerors in returning requested information, the following list of submittals has been prepared for your convenience. **NOTE: The offeror is responsible for submission of all required documents as specified in this RFP, even if not listed below.**

1. One (1) hard copy original, eight (8) hard copy copies, and one (1) electronic copy (in Microsoft Word on a CD or DVD), must be submitted in a sealed envelope/package and must be received by the purchasing office no later than **2:00 p.m. AKT on March 28, 2013**. Proposals may be hand delivered or mailed to the purchasing office located at 820 West Fourth Avenue, Anchorage, AK 99501. Late proposals will not be accepted. Proposals will not be accepted via facsimile or email. The proposal number **ACS-RFP-13-014** is to be clearly marked on the outside of the sealed envelope. Proposals are not subject to public opening.
2. RFP Cover Page must be completed and signed by an individual authorized to bind the offeror to the provisions of the RFP.
3. Pricing Schedule must be completed for Tables A, B and C. Offeror shall submit cost proposal on the sheets provided.
4. Amendments, if any, must be acknowledged on the Section P, page 34.
5. Offeror's proposal to include comprehensive narrative statements that address requested information in both Section G. Scope and Section H. Proposal Evaluation and Award. ACS may award a contract on the basis of initial offers and without discussion. Offerors shall decide the level of detail necessary to adequately demonstrate the proposal.
6. Completed Table E and Table F.
7. Evidence of offeror's current Alaska Business License is required.
8. Notification of qualifying preferences.
9. Any additional information required or requested as stated within this RFP.

M. STANDARD TERMS AND CONDITIONS

1. **Authority:** This request for proposal is conducted under the provisions of the Alaska Court System Procurement Guidelines, adopted by the administrative director of the Alaska Court System effective July 1, 2006. Copies of the Procurement Guidelines are available without charge from the Purchasing Office, Alaska Court System, 820 West Fourth Avenue, 2nd Floor, Anchorage, Alaska 99501. Telephone: (907) 264-8224 or on-line at www.courts.alaska.gov/fops/procurement.pdf.
2. **Offerors with Disabilities:** The Alaska Court System complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFP as soon as possible, but no later than the date and time proposals are due to make any necessary arrangements.
3. **Request for Proposal (RFP) Review:** Offerors are requested to carefully review this solicitation as soon as it is received for defects and questionable or objectionable content. Questions, objections, or comments should be made in writing and received by the purchasing office no less than 15 calendar days before proposal opening, so that any necessary amendments may be published and distributed to Offerors. Protests based upon any omissions, errors, or the content of the Request for Proposal will be disallowed if not made in writing and received by the purchasing office no less than 10 calendar days before proposal opening.
4. **Alaska Business License:** At the time the proposals are opened, all Offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. By signature on this form, the Offeror certifies that (1) the Offeror has a valid Alaska business license and has submitted one of the following forms of evidence of an Alaska business license with the proposal:
 - a. a copy of the Offeror's valid business license;
 - b. certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
 - c. a canceled check for the Alaska business license fee;
 - d. a copy of the business license application with a receipt date stamp from the state's occupational licensing office; or
 - e. a sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.
5. **Submitting Proposals:** It is the responsibility of the Offeror to ensure that the purchasing office receives the proposal and subsequent amendments before scheduled proposal opening. Late proposals, including those mis-delivered to other Alaska Court System divisions, will not be accepted. Proposals will not be accepted via facsimile or email.
6. **Proposal Preparation Costs:** The Alaska Court System shall not be liable for any costs incurred by the Offeror in proposal preparation.
7. **Proposal Forms:** Offerors must use the attached forms in submitting proposals. Proposals may be submitted on photocopied forms.
8. **Amendments:** If an amendment is issued, it will be provided to all who were distributed a copy of this RFP by the purchasing office or registered with the purchasing office as having received a copy of the RFP.
9. **Authorized Signature:** All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP.

10. Offeror's Certification: By signature on the proposal, Offerors certify that they comply with the following:

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. all terms and conditions set out in this RFP;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. that the offers will remain open and valid for at least six (6) months;
- h. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government; and
- i. the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

If any Offeror fails to comply with this section, the ACS reserves the right to reject the proposal as non-responsive, terminate the contract, or consider the contractor in default.

11. News Releases: News releases related to this RFP will not be made without prior approval of the Administrative Director of the Alaska Court System.

12. Prices: The Offeror shall illustrate prices in the units of issue in this RFP. Prices must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon transfer of title, the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Taxes: Prices must be exclusive of federal, state, and local taxes. If the Offeror believes that certain taxes are properly payable by the Alaska Court System such taxes may be listed separately (directly below the proposal price for the affected item). The Alaska Constitution provides that the State of Alaska is exempt from all taxes emanating from within Alaska. Taxes emanating from within Alaska include city and/or borough levied taxes, as well as state taxes, and include sales, use, room, property, and other miscellaneous taxes.

14. Extension of Prices: In case of error in the extension of prices in the proposal, the unit prices will govern. Written unit price shall govern a numeric unit price when both are present or called for.

15. Supplemental Terms and Conditions: Offers including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the RFP or that diminish the Alaska Court System's rights under any contract resulting from this RFP will be considered null and void. The Alaska Court System is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract (1) if conflict arises between a supplemental term or condition included in the offer and a term or condition of the RFP the term or condition of the RFP will prevail; and (2) if the Alaska Court System's rights are diminished as a result of application of a supplemental term or condition included in the offer, the supplemental term or condition will be considered null and void.

16. Disclosure of Proposal Contents: All proposals and other material submitted become the property of the Alaska Court System and may be returned only at the Alaska Court System's option. AS 40.25.110 requires

public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

17. **Right of Rejection:** The Alaska Court System may reject any and all proposals, and may waive minor informalities in proposals received. Proposals with minor informalities will be considered responsive and accepted if the purchasing office determines that acceptance is in the best interest of the ACS. A proposal will be rejected if it does not conform in all material respects to the essential requirements of the solicitation, if it contains a material alteration (including an erasure which is not initialed by the signer of the proposal), or if the Offeror changes or qualifies the terms or conditions of the solicitation in a material manner which gives the Offeror a competitive advantage over other Offerors. The Alaska Court System reserves the right to refrain from making an award if it determines that to be in its best interest.
18. **RFP Cancellation:** This solicitation may be canceled before the opening in whole or in part when the purchasing office determines in writing that such action is in the best interest of the ACS.
19. **Responsibility:** A proposal will be awarded only to a responsible Offeror, who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A determination by the purchasing office that an Offeror is not responsible may be protested.
20. **Notice of Intent to Award:** A Notice of Intent to Award will be issued to all Offerors.
21. **Filing a Protest:** An aggrieved Offeror responding to a competitive proposal may file a written protest that contains the information required by 4-401.02.2 of the Alaska Court System Procurement Guidelines to the purchasing office no more than 10 calendar days after receipt of the Notice of Intent to Award.
22. **Contract Agreement:** This RFP does not, by itself, obligate ACS. A contract resulting from this RFP may be awarded only by written agreement between the parties after the time for filing a protest has expired. Upon written notice to the Contractor, ACS may set a different starting date for the contract. ACS will not be responsible for commodities ordered or work done which occurs prior to the contract start date set by ACS in the contract.
23. **RFP Binding Part of Contract:** All terms and conditions set forth in this RFP, including any amendments, are considered a binding part of the contract between the contractor and the ACS. The contract may contain additional covenants and other provisions as may be mutually acceptable. Submission of a proposal shall constitute agreement to a contract on these the terms and conditions of this RFP.
24. **Continuing Obligation of the Contractor:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until any applicable warranty, guarantee, maintenance, and parts availability requirements have completely expired.
25. **Assignment(s):** Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the procurement officer of the contracting agency. Proposals that are conditioned upon the Alaska Court System's approval of an assignment will be rejected as non-responsive.
26. **Disputes:** Any disputes arising out of this agreement shall be resolved under the Alaska Court System Procurement Guidelines, Rule 47 of the Alaska Rules of Administrative Procedure and the laws of Alaska.

27. **Subcontractors:** Unless otherwise specified, subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Contractor must provide a listing of all subcontractors to be used in performance of this contract. Those subcontractors are subject to the same qualifications as the Contractor. The list must include name and location of place of business for each subcontractor, the work to be subcontracted to each subcontractor, and evidence of the subcontractor's Alaska Business License. The primary contractor is responsible for all work performed by the subcontractor.
28. **Compliance:** In the performance of a contract that results from this RFP, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
29. **Inspection & Modification—Reimbursement for Unacceptable Deliverables:** The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the ACS project director. The Alaska Court System may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent the project director may direct the Contractor to make such changes. The Contractor will not unreasonably withhold such changes.
- Substantial failure of the Contractor to perform the contract may cause the Alaska Court System to terminate the contract. In this event, the Alaska Court System may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.
30. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the Alaska Court System from and against any claim of, or liability for, error, omission or negligent act of the Contractor under this agreement. The contractor shall not be required to indemnify the Alaska Court System for a claim of, or liability for, the independent negligence of the Alaska Court System. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Alaska Court System, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Alaska Court System" include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Alaska Court System's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
31. **Force Majeure** (Impossibility to perform): The Contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
32. **Right to Inspect Place of Business:** At reasonable times, the Alaska Court System may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the Alaska Court System makes such an inspection, the Contractor must provide reasonable assistance.
33. **Severability:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

34. **Default:** In the case of default of the Contractor, the Alaska Court System may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. A Contractor/Offeror may be held in default or held responsible for incidental and/or consequential damages in accordance with AS 45.02.711 - 45.02.721. In the event of damage of Alaska Court System property in the performance of a contract, the primary Contractor will be held responsible and shall reimburse the Alaska Court System to the extent of the damage.
35. **Termination for Default:** If the ACS project director determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Alaska Court System may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.
36. **Contract Funding:** Because the payment of a contract is subject to appropriation by the legislature of the State of Alaska, the contract may be terminated if the legislature enacts an appropriations bill that reduces the operating budget of the Alaska Court System below its adjusted base for the immediately preceding fiscal year.
37. **Contract Extension:** The Contractor agrees: (1) that any holding over of the contract (including any exercised renewal options) shall be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect; (2) both the Alaska Court System and the Contractor agree to provide written notice to the other party of their intent to cancel such month-to-month extension at least 30 days prior to the desired date of cancellation; (3) under no circumstances shall this holding over period be permitted to extend beyond 90 days after the original (or any renewal) termination date.

N. SPECIAL TERMS AND CONDITIONS

1. **Contract Approval:** This RFP alone does not obligate ACS. ACS's obligation will commence when the Procurement Officer approves a contract award and a contract is signed by both parties. The ACS will not be responsible for commodities ordered or work done if it occurs prior to the contract start date set by ACS.
2. **Security Clearance:** The ACS may conduct a criminal background check on any contractor or subcontractor personnel who will work on the project.
3. **Confidentiality Agreement:** Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. In addition, any records, information and data compiled in accordance with the duties and responsibilities of a contract as a result of this RFP, are confidential and will be the property of the ACS. Prior to commencing any work under a contract as a result of this RFP, all project team members may be required to sign a confidentiality agreement for non-disclosure of confidential court information. The ACS may limit or reject certain individuals if their presence is determined by the project manager to be detrimental to the normal conduct of business.
4. **Court Case Involvement:** The contractor must report involvement in any court case (civil, criminal, etc.) for any contractor or subcontractor personnel who will work on this project. Individuals may be rejected if it is determined that the court case involvement would be detrimental to the project or would not be in the best interest of the ACS.
5. **Payments:** The Contractor will submit invoices based upon a negotiated payment schedule. Each invoice must consist of a detailed activity report. No payment will be made until the Administrative Director or designee has approved the invoice. Invoices will be payable within thirty days from the date the receipt. The provisions of this paragraph do not apply if the contract or invoice is in dispute. "Dispute" means a determination by an ACS Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date the payment is mailed.
6. **Holdback:** The ACS will hold back 10% of all approved invoices (excluding invoices for a Proof of Concept) until full deployment is complete and accepted, at which time the holdback will be paid in full.
7. **Independent Contractor:** The contractor and any subcontractors, agents, and employees of the contractor act in an independent capacity and are not officers, employees or agents of the ACS in the performance of a contract as a result of this RFP.
8. **Litigation History:** By submitting a proposal, an Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
9. **Insurance:** Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Title 21 of the Alaska Statutes.

- a. **Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the Alaska Court System.
 - b. **Commercial General Liability Insurance:** The Contractor shall provide and maintain coverage for all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 - c. **Commercial Automobile Liability Insurance:** The Contractor shall provide and maintain coverage for all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
10. **Patents and Copyrights:** A contractor will, at its expense, defend the Alaska Court System against any claim that any machines or programming supplied hereunder infringe a patent or copyright alleged to be enforceable in the United States or Puerto Rico, and will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Alaska Court System must: (1) give the contractor prompt written notice of any such claim; and (2) allow the contractor to control, and fully cooperate with the contractor in, the defense and all related settlement negotiations. The contractor's obligation under this section is conditioned on the Alaska Court System's agreement that if the operation of the machines or programming becomes, or in the contractor's opinion are likely to become, the subject of such a claim, the Alaska Court System will permit the contractor, at its option and expense, either to procure the right for the Alaska Court System to continue using the machines or programming, or to replace or modify them so that they are non-infringing but still meet the Alaska Court System's needs as originally contracted. The contractor shall have no obligation with respect to any such claim based upon the Alaska Court System's modification of the machine or programming or their combination, operation, or use with apparatus, data, or programs not furnished by the contractor. This section states the contractor's entire obligation to the Alaska Court System regarding infringement.
11. **Contractor's Liability for Injury to Persons or Damage to Property:** Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after acceptance, delivery, installation, and use of the equipment either at the contractor's site or at the Alaska Court System's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's officers, employees or agents); attachments made by the Alaska Court System; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment or for losses occasioned by the Alaska Court System's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy that may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its officers, employees, or agents, is the cause of injury to such person.
12. **Warranties:** Contractor warrants that the system, when installed, will be new and merchantable and shall be fit for their intended purpose in accordance with the specifications set forth in this Agreement. They must be in good working order and will conform to the contractor's official published specifications and the technical specifications of the RFP. The offeror is responsible to test the system to ensure that it supports the proposed solution. Maintenance charges, if applicable, shall not begin until the date of expiration of the warranty period. The use of the system will be under the Alaska Court System's exclusive management and control. The Alaska Court System agrees that the contractor will not be liable for any damages caused by the Alaska Court System's failure to fulfill Alaska Court System responsibilities or by the Alaska Court System's negligence.

13. **Software License Grant:** Where a product is acquired on a licensed basis, the following terms shall constitute the license grant.
- a. **Scope:** The Alaska Court System is granted a paid-up non-exclusive perpetual license to use, execute, reproduce, display, perform, or merge the product within its business enterprise in the United States up to the maximum licensed capacity identified within the contract. The product may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified within the contract (i.e., payroll size, number of employees, central processing unit, million instructions per second, main storage unit, concurrent user, workstation, etc.). The Alaska Court System shall have the right to use and distribute modifications and customization of the product to and for use by anyone otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish licensor's proprietary title or interest. This paragraph grants no license, right, or interest in any trademark, trade name, or service mark.
 - b. **Term:** The license term shall begin the date the product is accepted. Where a license involves the Alaska Court System's right to copy a previously licensed and accepted master copy, the term shall begin the date the contract is executed.
 - c. **Documentation:** Upon request, the Contractor shall deliver to the Alaska Court System at the Contractor's expense (2) two master electronic copies and one hard copy of product documentation. The master electronic copies shall be in either CD-ROM or DVD format. All documentation, to the extent possible, should be in Microsoft Office 2010 format. The Contractor hereby grants the Alaska Court System a perpetual license right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of product documentation as necessary to enjoy full use of the product in accordance with the terms of the license.
 - d. **Restricted Use by Third Parties:** Outsourcers, service bureaus, or other services retained by the Alaska Court System shall have the right to use the product to maintain the Alaska Court System's operations, including data processing, provided that (1) the Alaska Court System gives notice to the Contractor of such third party, site of intended use of the product, and means of access, (2) the third party has executed, or agrees to execute, the product manufacturer's standard nondisclosure or restricted use agreement, which agreement shall be accepted by the Contractor, and (3) the third party shall maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for the Alaska Court System. The Alaska Court System shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement create or impose any liabilities on the Alaska Court System. Any third party with whom the Alaska Court System has a relationship with for an Alaska Court System function or business activity shall have the temporary right to use the product (e.g., Java applets), provided that such use shall be limited to the period during which the third party is using the product for the function or activity.
 - e. **Archival Backup:** The Alaska Court System may use and copy the product and related documentation in connection with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.
 - f. **Source Code Escrow:** The Contractor shall either (1) provide the Alaska Court System with source code for the product, (2) place the source code in a third-party escrow arrangement with a designated escrow agent, which shall be identified to the Alaska Court System, and which shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the Alaska Court System, or (3) certify to the Alaska Court System that the product manufacturer/developer has named the Alaska Court System, acting by and through the Alaska Court System, as named beneficiaries of an established escrow arrangement with its designated escrow agent, which shall be identified to the Alaska

Court System, and which shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements, shall be updated for each new release of the product in the same manner as provided above and any such updates shall be certified in writing to the Alaska Court System. The Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph. The Alaska Court System may release the source code to licensees under the Contract which have licensed product or obtained services, and which may use the copy of the source code to maintain the product.

- g. Warranty of No Hardstop/Passive License Monitoring: The Contractor hereby warrants and represents that the product and upgrades do not and will not contain any computer code that would disable the product or upgrades or impair in any way operation based on the elapsing of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes called *time bombs*, *time locks*, or *drop dead* devices) or that would permit the Contractor to access the product to cause such disablement or impairment (sometimes called a back-door device). The Contractor agrees that upon an alleged breach of this provision, the Alaska Court System will not have an adequate remedy at law, including monetary damages, and that the Alaska Court System shall be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any other remedies to which the Alaska Court System shall be entitled.

14. **Restricted Use**: Except as expressly authorized by the terms of the license, the Alaska Court System shall not: copy the product; cause or permit reverse compilation or reverse assembly of the product or any portion; or export the product in violation of any U.S. Department of Commerce export administration regulations.
15. **Proof of License**: In those instances where required, the Contractor represents and warrants that the Contractor holds a license, permit or special license to perform the services pursuant to the agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Contractor is performing the services pursuant to this agreement.
16. **Bankruptcy**: The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code (Code) if the licensor files a bankruptcy petition. Licensor's failure to perform its continuing obligations shall constitute a material breach of the Contract excusing performance by the Alaska Court System. Royalty payments for use of intellectual property shall be separate from and independent of payments for performance of all other obligations under the Contract (e.g., continuing development obligations, maintenance and support obligations, obligations to provide updates, indemnity obligations, etc.). Upon request, the licensor shall furnish the Alaska Court System any intellectual property, as defined in the Code, and any embodiment of that intellectual property held by the licensor. If the Alaska Court System must hire third-parties to perform support, maintenance, or development tasks previously performed by licensor, the Alaska Court System may provide intellectual property to such third-parties without violating non-disclosure or exclusivity provisions.
17. **Modification of Contract Terms**: The contract will contain all the terms and conditions agreed upon by the parties, which shall govern all transactions under the contract. The contract may only be modified or amended upon mutual written agreement of the Alaska Court System and the contractor. No oral agreements or representations shall be valid or binding upon the Alaska Court System or the contractor. The contractor may not unilaterally modify the terms of the contract by affixing additional terms to a product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, *shrink wrap* terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the contractor's order or fiscal forms or other documents forwarded by the contractor for payment. The Alaska Court System

acceptance of a product or its processing of documentation on forms furnished by the contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

18. **Scope Changes:** The Alaska Court System may unilaterally require, without notice to any surety, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract. The Alaska Court System may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Alaska Court System may solicit separate bids to satisfy them.
19. **Termination for Cause:** The Alaska Court System may terminate the contract if the contractor fails to (1) deliver the supplies or perform the services within the time specified in the contract or any extension (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The contractor shall continue work on any work not terminated. The rights and remedies of the Alaska Court System in this clause are in addition to any other rights and remedies provided by law.
20. **Termination for Convenience:** The Alaska Court System, by written notice to the contractor, may terminate the contract in whole or in part when the Alaska Court System determines in its sole discretion that it is in the Alaska Court System's best interest to do so. The contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The contractor shall be entitled to payment only for the work actually completed, and shall not be entitled to cancellation charges, lost profits, or other consequential or incidental damages. Notwithstanding the foregoing, the contractor shall be entitled to recover any cancellation charges by its suppliers to the extent such charges are reasonable and unavoidable.
21. **Suspension of Work:** The Alaska Court System may in its sole discretion suspend any or all activities under the contract, at any time, when in the best interests of the Alaska Court System to do so. The Alaska Court System shall provide the contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the contractor, the Alaska Court System shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract. Suspension of work shall not entitle the contractor to any additional compensation.
22. **Project Delays:** In case of any delay the contractor believes is excusable, the contractor shall notify the Alaska Court System in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause first arose that creates or will create the delay, if the contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the contractor first had reason to believe that a delay could result. The following shall constitute the contractor's sole remedy with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Alaska Court System. The contractor shall not be entitled to an increase in the contract price or payment of any kind from the Alaska Court System for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the contractor shall perform at no increased cost, unless the Alaska Court System determines, in its sole discretion, that the delay will significantly impair the value of the contract to the Alaska Court System, in which case the Alaska Court System may (1) accept allocated performance or deliveries from the contractor, provided that the contractor grants preferential treatment to the state with

respect to products subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the contract quantity, or (3) terminate the contract in whole or in part.

23. **Waiver:** The delay or failure by the Alaska Court System to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the Alaska Court System's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

O. PREFERENCES

1. **Alaskan Bidder's Preference:** The highest available points allocated to the Price section of the evaluation criteria, in each lot, will be given to the lowest responsive and responsible Offeror after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to an Offeror who: (1) holds a current Alaska business license; (2) submits a proposal for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).
2. **Alaskan Offeror's Preference:** If an Offeror qualifies for the Alaskan Bidder Preference, the Offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan Offeror.
3. **Alaskan Veteran Preference:** An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an Offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans. An "Alaska Veteran" means an individual who is a (1) resident of this state; and (2) veteran; in this paragraph, "veteran" means an individual who (A) served in the (i) armed forces of the United States, including a reserve unit of the United States armed forces; or (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and (B) was separated from service under a condition that was not dishonorable.
 - a. **Alaska Veteran Preference Affidavit:** In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference.
4. **Use of Local Forest Products:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, as described in AS 36.15.010.
5. **Local Agricultural and Fisheries Products Preference:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money only those products harvested in Alaska, or in the case of fisheries, products harvested or processed within the jurisdiction of Alaska, will be purchased (provided they are available) of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, as described in AS 36.15.050.
6. **Alaska Product Preference:** An Offeror that designates the use of an Alaska Product which meets the requirements of the RFP specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the proposal evaluation as described in AS 36.30.332 and 3 AAC 92.010.
7. **Employment Program Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible Offeror with a proposal that is no more than

fifteen percent (15%) higher than the lowest proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(c) and 2 AAC 12.050. This preference applies only to the Price section of the evaluation criteria. The term “award” in this section refers to the highest points possible allocated in the Price section of the evaluation criteria (in each lot) that will be given to the Offeror after the preference is applied.

8. **Alaskans with Disabilities Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible Offeror with a proposal that is no more than ten percent (10%) higher than the lowest proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(e). This preference applies only to the Price section of the evaluation criteria. The term “award”, in this section, refers to the highest points possible allocated in the Price section of the evaluation criteria, in each lot, that will be given to the Offeror after the preference is applied.
9. **Employers of People with Disabilities Preference:** If an Offeror qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the proposal is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible offer that is no more than ten percent (10%) higher than the lowest responsive and responsible proposal, the procurement officer will make the award to that Offeror, as described in AS 36.30.170(f). This preference applies only to the Price section of the evaluation criteria. The term “award” in this section refers to the highest points possible allocated in the Price section of the evaluation criteria (in each lot) that will be given to the Offeror after the preference is applied.
10. **Preference Qualification Letter:** Regarding preferences 7, 8 and 9 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskans with disabilities and, [3] employers who qualify for preference as employers of people with disabilities. As described in AS 36.30.170(j), in order to qualify for one of these preferences an Offeror must add value by actually performing, controlling, managing, and supervising the services provided. For supplies, an Offeror must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 7, 8, or 9 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the Procurement Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter mentioned above with their proposal will cause the ACS to disallow the preference.
11. **Limitation on Preferences under Paragraphs 7, 8, and 9, above:** A preference under paragraph 7, 8, or 9, above, is in addition to any other preference for which the Offeror qualifies. However, an Offeror may only receive one of the preferences listed under paragraphs 7, 8, or 9 above.

P. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of the following amendments and that associated costs are included in this proposal:

Amendment #, Date Issued

Amendment #, Date Issued

Q. PRICING SCHEDULE (Scoring based on Totals of Tables A, B, & C)

The ACS will not be charging customers on a transaction fee basis. Pricing Tables A and B are for the POC. Table A is for the Image-Centric eFiling system (i.e., scan and upload approach). Table B is for the Data-Centric eFiling system (i.e., the wizard/smart form approach). An offeror may submit additional pricing information as relevant, but a proposal will not be accepted without Pricing Tables A, B and C completed.

Pricing Table A—POC: Image-Centric eFiling*
Palmer and Nome for Protective Orders in Domestic Violence Cases

COST TYPE	COST
Staff Development	
Staff Deployment	
Travel	
Project Management	
Other (identify specifics)	
TOTAL – Pricing Table A	

*This Pricing Table must not include any licensing fees. Licensing fees are not applicable until the POC is completed and operational. All licensing fees are to be included in Pricing Table C.

Pricing Table B—POC: Data-Centric eFiling**
Palmer and Nome for Protective Orders in Domestic Violence Cases

COST TYPE	COST
Staff Development	
Staff Deployment	
Travel	
Project Management	
Other (identify specifics)	
TOTAL – Pricing Table B	

**This Pricing Table must not include any licensing fees. Licensing fees are not applicable until the POC is completed and operational. All licensing fees are to be included in Pricing Table C.

Pricing Table C—Image-Centric eFiling Licensing and Other Fees: All Locations and All Casetypes

Pricing Table C takes effect after the POC for image-centric has been successfully completed and is signed off by the project manager. Pricing Table C represents the bulk of the pricing effort. It is for a complete Image-Centric (i.e., scan and upload) eFiling system based on the functions/capabilities listed in the business and technical/administration tables (Tables E and F). The enterprise price (line 1) shall include all functions/capabilities where the offeror indicated that either the function/capability was complete (col B in the spreadsheet) or is in progress (col C in the spreadsheet) for ALL casetypes and ALL filers.

Although Pricing Table C assumes that the offeror will provide licensing fees for a “Full Deployment,” the ACS expects that the deployment of all casetypes in all locations will take approximately 3-4 years. The ACS will only pay a percentage of the full deployment price and maintenance/support during this incremental deployment period based on the percentage of the solution that is available, operational and in use by ACS staff and judicial officers. The contractor and the ACS will negotiate a development and deployment schedule during contract negotiations.

Lines 7 and 8 below are for additional costs for functions/capabilities that have not yet been developed (col D in the spreadsheet) of the business and technical/administration (Tables E and F), where the offeror indicated development work has not yet begun.

	ONE TIME COSTS	ANNUAL RECURRING COSTS
1. Unlimited User and Server and Perpetual Enterprise Licensing for All Internal and External Users of the eFiling System for all Functions/Capabilities identified by the offeror as complete or in progress (i.e., columns B and C) on both the Business Functions Table (Tables E) and the Admin/Technical Table (Table F), where the offeror indicates their proposed eFiling system has that function/capability and they are not dependent upon the DMS or CMS to provide that function/capability.*		
2. Annual Maintenance & Support for version and release upgrades, and Level 1 support*		
3. Any Additional Costs for Document Conversion		
4. Any Additional Costs for Deployment and Training		
5. Any Additional Costs for Initial Configuration and Setup		
6. Any Additional Costs for offeror EFM Solution (ACS may opt to purchase an EFM solution separately)		
7. Any Additional Development Costs for items where Development has not yet begun (i.e., column D) of both the Business Function Table (Table E) and the Admin/Technical Table (Table F). Provide price breakdown by line item. Use a separate sheet if necessary and enter total here.		
8. Additional Annual Maintenance for version and release upgrades for functions/capabilities identified in item 7 above.		
9. Other Costs (Specify)		
Other Costs (Specify)		
Other Costs (Specify)		
TOTAL – Pricing Table C		
Change Costs (hourly rate – excluding travel)		

*Rows 1 and 2 are for full availability and operations of all functions/capabilities in all locations. Line 2 should include pricing for any proposed on-site offeror staff and/or proposed off-site method to provide maintenance and support.

Pricing Table D—Data-Centric Configuration/Tool Development eFiling*** For Templates/Wizards/Smart Forms for All Casetypes

Table D is for a configuration/tool solution for the ACS to design, develop and deploy a wizard, template or smart form data entry solution for eFiling outside of the Adobe Forms Suite solution. This solution should be for all casetypes. If the offeror already has such a solution, it should be part of the POC Table B pricing. Table D should only be used if the offeror does not currently have such a solution. Offerors are not required to provide this type of configuration tool as part of their proposal, but those who do will be given preference and receive extra points during the evaluation process.

COST TYPE	COST
Staff Development	
Staff Deployment	
Project Management	
Other (identify specifics)	
TOTAL	

***Proposal and pricing for Table D is not mandatory.

Offerors who complete pricing Table D and propose a viable solution will receive a preference of up to 150 points maximum during the evaluation process.