

REQUEST FOR PROPOSALS

Digital Signage and an Integrated Software Solution

I. REQUEST FOR PROPOSALS

- A. **Defined.** The State of Minnesota –4th Judicial District partnering with the State Court Administrator’s Office (collectively referred to herein as the “State”) is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for Digital Signage along with an integrated enterprise software solution to enhance client, stakeholder, and the public’s court information experience in the various locations that serve the 4th Judicial District. Although this solution will be limited to the 4th Judicial District, the long-term goal is to use a statewide view of the software for future possibilities. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide the tool and services described in this document.
- B. **Right to Cancel.** The State is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The State reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the State shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The State also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW

- A. **Minnesota Judicial Branch.** The Minnesota Judicial Branch (“MJB”) has 10 judicial districts with 289 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by the Chief Justice of the Minnesota Supreme Court. The MJB is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2014, there were more than 1.5 million cases filed in district courts in Minnesota. For more case filing information please visit www.mncourts.gov.
- B. **State Court Administrator’s Office.** The mission of the State Court Administrator’s Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide MJB needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. **4th Judicial District.** The 4th Judicial District includes only Hennepin County. It is the state's largest trial court, handling over 800,000 cases in 2013. The 62 judges, 15 referees and 525 staff members strive to provide an accessible, fair, courteous, efficient and innovative system of justice. Court hearings are held across the county at 8 separate locations.

D. **Background.**

The 4th Judicial District has a limited digital signage solution and presently has a mix of both homegrown and off-the-shelf solutions. The current solution is inadequate for the current demand to provide the customers, stakeholders and public with a positive experience when navigating through the various locations of the 4th Judicial District. The existing state of the signage requires staff to spend a great deal of time directing individuals to correct locations and distracts staff from other duties during business hours.

Presently, the 4th Judicial District processes approximately 800,000 hearings annually in its eight facilities. The daily distribution of hearings is divided into morning and afternoon dockets with approximately half being heard in each session. The distribution of hearings and display devices is as follows:

- Hennepin County Government Center – 630 cases per day (12 displays)
- Minneapolis City Hall – 87 cases per day (no displays)
- Family Justice Center – 202 cases per day (3 displays)
- Public Safety Facility – 183 cases per day (4 displays)
- Brookdale Regional Center – 88 cases per day (4 displays)
- Ridgedale Regional Center – 92 cases per day (4 displays)
- Southdale Regional Center – 105 cases per day (4 displays)
- Juvenile Justice Center – are not published or displayed to protect privacy.

All displays presently in place are NEC Model P401.

III. PROJECT GOALS

A. The primary goals of Phase I are to assess, evaluate, recommend and install an appropriate amount of digital signage, both as displays and a Searchable Display Pilot, to guide customers, stakeholders and the public to their destination and the integrated software that must be configurable, reliable and reusable to provide the appropriate information as determined by the State.

B. Additionally, the following goals must be met:

- A common and consistent approach to the digital signage solution, in system, in devices, in form and format.

- The software that manages the system should be an enterprise application capable of controlling the devices presently outlined and have sufficient capacity to grow into the future, adding more devices, content mix, additional facilities, or adding additional capabilities.
- In addition to hardware and software, we are interested in growing our in house expertise on digital signage content and digital content management and are looking for help in developing that expertise.
- We are looking for the best value and interested in a long-term partnership with a supplier that can meet our needs today, grow with us in the future and help us achieve our mission and vision.
- Project Phase I to be completed by June 30, 2015.
- Project Phase II is to be initiated after Phase I completion, evaluation of Searchable Display Pilot complete and Phase II requirements gathering efforts complete.

IV. PROJECT DELIVERABLES

A. Phase I (deadline of June 30, 2015):

- Analysis and recommendation of digital signage needs
- Full quote for recommended digital signage including all necessary accessories
- Detailed plan for installation of digital signage in final approved locations, limiting disruption to the business of the courts and Hennepin County
- Assessment of construction needs including; reinforcement of surfaces, electricity, network cabling and WiFi
- Completion of all construction requirements
- Delivery and installation of all digital signage and necessary accessories
- Configuration of digital devices
- Analysis and requirements for searchable and interactive device pilot
- Copy of purchase orders used to procure solution resources
- Maintenance and warranty information for each device
- Complete Architectural documentation for software including any source code, executable or necessary information to support and maintain any software created under this project
- Source code and documentation for any and all software created under this project

B. Phase II

- Full set of requirements as identified in Appendix E, Phase II
- Approval of requirements in Phase II following completion of Phase II requirements gathering efforts
- Detailed plan for installation of digital signage in all locations, limiting disruption to the business of the courts and Hennepin County

- Assessment of construction needs including; reinforcement of surfaces, electricity, network cabling and WiFi
 - Completion of all construction requirements
 - Full quote for recommended digital signage devices including all necessary accessories
 - Copy of purchase orders used to procure solution resources
 - Maintenance and warranty information for each device
 - Delivery and installation of all digital signage and necessary accessories
 - Configuration of digital devices
- C. Project Executive Summary
 - D. Fully detailed project plan with defined resources, estimated task timing and milestones
 - E. Implementation Team Profile
 - F. Communication Plan
 - G. Risk Mitigation Plan
 - H. Issue Management Plan
 - I. Training Plan
 - J. Weekly status reports as determined in consultation with project leadership
 - K. On-site training for content creators and system managers

V. TRAINING

- A. Provide training materials and train on the system functionality and processes.
 - a. Training for technical staff supporting application
 - b. Training for business staff to use application and manage local needs
 - c. Training for digital signage content contributors and signage content creators
- B. Execute training using a ‘train the trainer’ model

VI. SUBMISSION REQUIREMENTS.

- A. **General Requirements** – each response must include the following or it may be excluded from moving through to the next phase of response scoring:
 - 1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor’s RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section IX. S. of the sample State contract in Appendix D for details on additional insurance requirements that must be provided upon request of the State.

2. **Affirmative Action Certification.** If the vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix C.
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix B) and include it with its RFP response.
4. **Contract Terms – acknowledgment of A and B.** The State's proposed contract templates are set forth in Appendix D. No work can be started until a contract (and where necessary a subcontractor participation agreement, software licensing agreement, etc. as envisioned in Appendix D), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.
 - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendix D. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
 - b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.
 - c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.
5. **Evidence of Financial Stability.** Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow. **Financial Stability-Related Trade Secret.** MJB rules of public access permit vendors to submit evidence of financial stability as trade secret information according to the following:

- a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
- b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;";
- c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

B. Project-Related Submission Requirements: each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. A cover sheet including vendors' contact information, email address, business address, and phone numbers. Cover sheet should include signature lines and must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm
2. An overview that reflects the vendors' understanding of the efforts described in this Request for Proposals and the project deliverables;
3. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements set forth above, including descriptions of the methodology that will be used and examples of the deliverables that will be produced;
4. A detailed explanation of the terms of the warranty for new development software, including defect management, and enhancement requirements;

5. A definition of the terms of the warranty for all operating equipment including effective date, expiration date, and the plan for managing infant mortality and premature device failure;
6. Provide a not-to-exceed cost to include identification of the assumptions made and the rationale used to prepare the estimate.
7. A description of completed similar projects that demonstrate the Vendor's experience and area of expertise, including Vendor's ability to provide the stated Deliverables;
8. At least three (3) client references with appropriate contact information that the Vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated;
9. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;
10. Written statement of understanding that Phase I must be complete by June 30, 2015.
11. Completion of responses requested in Appendix E and Appendix F.

C. Pricing, Risk of Loss

1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal.
3. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the extension or total, the unit price prevails.
4. No more than one unit price may be quoted on any one item unless otherwise provided for in the RFP.
5. DO NOT INCLUDE sales tax in pricing. The STATE holds Direct Payment Permit 1114 and pays tax directly to the Department of Revenue.
6. The State is relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the time the equipment is in possession of the State, unless and until such time as unencumbered title for

the goods are vested in the State and the goods are in exclusive possession of the State.

VII. PROPOSAL EVALUATION.

- A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
- B. The first part evaluation is limited strictly to determining whether the proposal includes the general submission requirements and project specific requirements as outlined in Section VI, A & B.
- C. The second part evaluation of proposals is based upon deriving the “Best Value” for the State. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
 - 1. Vendor’s industry experience and previous experience in performing similar work;
 - 2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology;
 - 3. Cost estimate;
 - 4. Vendor’s product and/or service delivery methodology;
 - 5. Reliability of product or service;
 - 6. Closeness of fit with technical requirements;
 - 7. Financial stability of the organization; and
 - 8. Vendor’s past performance and client references.
- A. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- B. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor’s representatives at a vendor

conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense for the demonstration of the product and answer questions. Notification of any such requirements will be given as necessary.

- C. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.

VIII. SUBMISSION OF PROPOSALS.

A. **Proposal Timeline.**

1. Posting Date on MJB Website [MJB Court Public Website - Public Notice](#) : 12:00pm, Monday, March 2, 2015
2. Vendor Conference and building walk through: 9:00am, Friday, March 20, 2015
3. Questions Due: 12:00pm, Tuesday, March 24, 2015
4. Answers Posted: Monday, March 30, 2015
5. Proposal Submission Deadline: 12:00pm, Monday, April 6, 2015
6. Subsequent selection as soon thereafter as possible.

- B. **Amendments.** Any amendments to this RFP will be posted on the MJB website.

- C. **Questions.** All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than 12:00pm, Tuesday, March 24, 2015. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Paul Hinz
Project Manager
4th Judicial District Office
300 South Sixth Street
Suite A-1720
Minneapolis, MN 55487-0171
Paul.Hinz@courts.state.mn.us

- D. **Answers to Questions.** Timely submitted questions and answers will be posted on the MJB website by the end of the day on Monday, March 30, 2015, and will be accessible to the public and other proposers.

- E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing by 12:00 Monday, April 6, 2015, in a sealed envelope to:

Paul Hinz
Project Manager
4th Judicial District Office
300 South Sixth Street
Suite A-1720
Minneapolis, MN 55487-0171
Paul.Hinz@courts.state.mn.us

The submission must include both five (5) paper copies and one (1) electronic PDF copy either on disc or flash drive. No facsimile submissions will be accepted. Proposals delivered in person to the Project Manager will be date/time stamped by the PM.

- F. **Signatures.** Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.
- G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than 12:00 pm, Monday, April 6, 2015. Proposals will be opened the following business day and once opened become accessible to the public (except financial stability information submitted as a trade secret in accordance with the instructions in Section VII(A)(6) of this RFP). With the exception of evidence-of-vendor's-financial-stability trade secret information submitted in accordance with the instructions in Section VI(A)(6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.
- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.

APPENDIX A

Summary of Submission Requirements

Each response MUST include all items listed in both the General Requirements and Project-Related Submission Requirements. If a response is missing any of these requirements, it will fail phase 1 review and will not be further considered. You will be notified by rejection letter if your response is missing any of these items.

Please see Section VI - Submission Requirements A. and B. for the details of each item listed below:

A. General Requirements

1. **Certificate of Insurance.**
2. **Affirmative Action Certification.**
3. **Contract Terms – acknowledgment of a and b.**
4. **Evidence of Financial Stability.**

B. Project-Related Submission Requirements

1. **Cover sheet.**
2. **Vendor overview.**
3. **Vendor’s proposal to meet project objectives.**
4. **Vendor’s detailed explanation of terms of warranty for any new development.**
5. **Description of Completed similar projects.**
6. **Three (3) client references.**
7. **Written statement acknowledging whether or not there is a conflict of interest.**
8. **Responses to Appendix E and Appendix F**

APPENDIX B

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION
(Must be submitted with Response)**

I swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Proposer's Firm Name: _____

Authorized Signature: _____

Date: _____

County where signed: _____

State where signed: _____

APPENDIX C

Affirmative Action Statement and Certification of Compliance (Must be submitted with Response)

STATE OF MINNESOTA - AFFIRMATIVE ACTION STATEMENT

If your response to the RFP is estimated to exceed \$100,000, you must complete the information requested:

BOX A:

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months?

YES NO

If your answer is “NO,” proceed to BOX B. If your answer is “YES,” **your response will be rejected unless your firm or business has a Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or has submitted an affirmative action plan to the Commissioner of Human Rights for approval by the time the responses are due** for any proposal estimated to exceed \$100,000.

2. Please check one of the following statements:

YES, we have a **current** Certificate of Compliance that has been issued by the State of Minnesota, Commissioner of Human Rights. (Include a copy of your certificate with your response.)

NO, we **do not have** a Certificate of Compliance; however, **we submitted an affirmative Action plan** to the Commissioner of Human Rights for approval on _____. The plan must be approved by the Commissioner of Human Rights before any designation or agreement can be executed.

NO, we **have not submitted** a plan. If your plan is not submitted by the time the responses are due, your response will be rejected.

NOTE: Minnesota designations must have a certificate issued by the Minnesota Department of Human Rights. Affirmative Action plans approved by the federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights for a certificate to be issued.

BOX B:

1. Have you employed more than 40 full-time employees on a single working day during the previous 12 months in a state in which you have your primary place of business and that primary place of business is outside of the State of Minnesota, but inside the United States?

YES NO

If your answer is “NO,” proceed to BOX C. If your answer is “YES,” **the state cannot execute a designation with your firm or business unless it is in compliance with the Minnesota Human Rights certification requirements. It is the sole responsibility of the firm or business to apply for and obtain a human rights certification prior to execution of a designation as applicable.** You may achieve compliance with the Human Rights Act by having either a current Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or by certifying that you are in compliance with federal Affirmative Action requirements.

BOX B (continued):

2. Please check one of the following statements:

- YES**, we have a current Certificate of Compliance issued by the Minnesota Department of Human Rights. (Include a copy of your certificate with your response.)
- YES**, we are in compliance with federal Affirmative Action requirements.
- NO**, we do not have a current Certificate of Compliance and we cannot certify that we are in compliance with federal Affirmative Action requirements.

BOX C:

1. If your answers to BOX A (Question 1) and Box B (Question 1) were “NO,” you are not subject to the Minnesota Human Rights Act certification requirement. Please, however, check one of the following:

- NO**, we have not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months and we have not employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which our primary place of business is located.
- We are a business with our primary place of business outside of the United States that has not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months.

For further information regarding Minnesota Human Rights requirements, contact the Department of Human Rights, Compliance Services, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; or TTY: 651.296.1283. For further information regarding federal Affirmative Action requirements, call 800.669.4000 or visit its web site at <http://www.eeoc.gov/>.

By signing this statement, the Proposer certifies that the information provided is accurate.

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

STATE OF MINNESOTA - AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The Minnesota Human Rights Act (Minn. Stat. § 363.073) divides the designation compliance program into two categories. Both categories apply to any designations for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of a designation.

The second category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must have either a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the STATE that they are in compliance with federal Affirmative Action requirements before execution of a designation. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651-296-5663; Toll Free: 800-657-3704; or TTY: 651-296-1283.

Minnesota businesses must have a current Certificate of Compliance or submitted an affirmative action plan by the time proposals are due, or their proposal will be rejected.

The STATE is under no obligation to delay the review of proposals or execution of a contract until a business has completed the Human Rights certification process. It is the sole responsibility of the business to apply for and obtain a Human Rights certificate prior to the proposal due date and the execution of a contract, as applicable.

MASTER PURCHASING AGREEMENT

THIS AGREEMENT (“**Agreement**”), made this _____, 2015, and amendments and supplements thereto, is between the State of Minnesota, acting through its Fourth Judicial District located at C-1251 Government Center, 300 6th Street, Minneapolis, MN 55487 (hereinafter, the “**State**”) and _____ vendor _____, located at _____ (hereinafter “**CONTRACTOR**”)

RECITALS

This Agreement is the result of negotiations entered into following a request for proposals issued by the State. This Agreement is for the procurement of Digital Signage equipment (“**Equipment**”) along with an integrated enterprise software solution and related documentation to enhance client, stakeholder, and the public’s court information experience in the various court locations (hereinafter such software and related documentation are collectively referred to as the “**Licensed Programs**”), including all updates provided by or through CONTRACTOR as provided in this Agreement. It is understood and agreed that CONTRACTOR shall be under no obligation to supply any such updates except pursuant to the warranty sections of this Agreement or a separate maintenance agreement in the form set forth in **Exhibit E-1 or Exhibit E-2** which is attached to this Agreement. This Agreement is also made for the benefit of all courts and judicial districts of the state of Minnesota and any such court or judicial district may acquire a license to use the Licensed Programs and related equipment and services in accordance with the terms and conditions of this Agreement by entering into a Court or Judicial District Addendum in the form set forth in **Exhibit A-1**, which is attached to and made a part of this Agreement, and issuance of a Court or Judicial District generated purchase order covering all costs associated with such Addendum. Each court or judicial district within the state of Minnesota shall be entitled to acquire, and CONTRACTOR will furnish to each such court or judicial district which so desires, Equipment, Licensed Programs and services that are generally offered for sale by CONTRACTOR during the term of this Agreement or are at least comparable to those sold by CONTRACTOR to any other court or judicial district within the state of Minnesota. As used herein “**the Court or Judicial District**” means the State and any other court or judicial district within the state of Minnesota that has entered into a Court or Judicial District Addendum with CONTRACTOR pursuant to this Agreement. As used herein, “**Addendum**” means a Court or Judicial District Addendum entered into between CONTRACTOR and a court or judicial district within the state of Minnesota.

AGREEMENT

Based on the mutual agreements, promises, and covenants contained in this Agreement, it is agreed:

I. **TERM AND TERMINATION.**

- A. **Effective Date.** This Agreement shall not be effective until approved as to form and execution by the State Court Administrator's Legal Counsel Division.
- B. **Termination.** This Agreement shall terminate on June 30, 2018, unless terminated or cancelled as provided herein. This Agreement may be extended for additional periods, not to exceed June 30, 2020, upon mutual agreement of the parties. Termination of an Addendum does not terminate this Agreement.
- C. **Termination of Addendum for Non-Appropriation.** The Court or Judicial District may immediately cancel an Addendum if it does not obtain funding from the Minnesota Supreme Court, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered by such Addendum. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The Court or Judicial District is not obligated to pay for any services, equipment or software that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services, equipment and software satisfactorily performed or supplied prior to notice and effective date of termination.. The Court or Judicial District will not be assessed any penalty if the Addendum is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Court or Judicial District must provide CONTRACTOR notice of the lack of funding within a reasonable time of the Court or Judicial District's receiving that notice. Notwithstanding the foregoing, CONTRACTOR shall have no obligation to proceed under any Addendum until it is satisfied that adequate funds have been appropriated and will otherwise be available to fully fund the Addendum for the current fiscal year.
- D. **Termination of Addendum for Default.** If a Court or Judicial District should default on its obligations under this Agreement or any Addendum and such default continues for thirty (30) days after written notice thereof by CONTRACTOR, then CONTRACTOR may elect to terminate the applicable Addendum and will be entitled to payment, determined on a pro rata basis, for services, equipment or software satisfactorily performed or provided prior to such termination and exercise any other remedy existing at law or in equity, including the repossession of such products.
- E. **Surviving Terms.** The provisions of Sections I (Term and Termination); II. (Equipment, Licensed Programs and Services); III (Costs and Payment); VI (Warranties); VII (Indemnification); VIII (Confidentiality); IX.A. (Assignment); IX.B. (Amendments); IX.C. (Headings); IX.D.

(Notices); IX.E. (Force Majeure); IX.F. (Governing Law); IX.G. (Severability); IX.H. (Relationship of the Parties); IX.I (Non-Waiver); IX.J. (Endorsement); IX.K. (Publicity); IX.L. (Consent to Release of Certain Data); IX.M. (State Audits); IX.N. (Antitrust); IX.O. (Integration) shall survive any cancellation or termination of this Agreement, as shall any other provisions that by their nature would be expected or intended to survive such termination.

II. **EQUIPMENT, LICENSED PROGRAMS AND SERVICES.** Each Court or Judicial District within the state of Minnesota shall be entitled to acquire, and CONTRACTOR will furnish to each such court or judicial district which so desires, Equipment, Licensed Programs and services that are generally offered for sale by CONTRACTOR during the term of this Agreement or are at least comparable to those sold by CONTRACTOR to any other court or judicial district within the state of Minnesota. The Equipment, Licensed Programs and services shall be as specified in the Addendum applicable to such Court or Judicial District.

A. **Addendum:**

1. **Addendum Must Include Purchase Order.** No Addendum shall be effective, and CONTRACTOR shall not begin to provide Equipment, Licensed Programs or services under such Addendum, unless and until such Addendum is signed by CONTRACTOR, the Court or Judicial District, and the State Court Administrator's Legal Counsel Division, and is accompanied by a Court or Judicial District generated purchase order covering all costs of the Addendum. It is understood and agreed that the purpose of such purchase order is limited to encumbering the funds to pay Court or Judicial District obligations under this Agreement and in some cases assigning an asset identification number to the deliverables under this Agreement, and that any terms and conditions set forth in any such purchase order shall not supersede the terms of this Agreement, the applicable Addendum, or other amendments thereto.
2. **Addendum Change Orders.** Either party may at any time request changes in an Addendum that adds additional costs to the Addendum by submitting a written Request for Change Order to CONTRACTOR in the form set forth in **Exhibit A-2** which is attached to and made a part of this Agreement ("**Change Order**"). Upon the submission of a Request for Change Order by the Court or Judicial District, CONTRACTOR and the Court or Judicial District will work together in an effort to arrive at a mutually acceptable Change Order. No such Change Order shall be effective unless the Court or Judicial District and CONTRACTOR have agreed in writing signed by the same individuals who signed

the Addendum or their successor(s) in office, or designated by such individual or successor, to the terms of the Change Order, including such things as: (i) the nature of the Change; (ii) the additional cost, if any, of implementing the change; (iii) the timetable for implementing the Change; and (iv) the effect, if any, of the change on the anticipated performance schedule and deliverables. It is understood that payment for Change Orders will be processed through purchase orders generated by the Court or Judicial District, and no Change Order shall be effective, and CONTRACTOR shall not begin work covered by a Change Order, until issuance of the Court or Judicial District generated purchase order.

3. Each Addendum must have the contract number assigned by the Court or Judicial District encumbrance process to this Agreement.

- B. **Grant of License; Review and Acceptance or Rejection of License.** Unless otherwise specified herein, all Licensed Programs provided by CONTRACTOR shall be subject to a non-exclusive license from the software owner or distributor that has been added to this Agreement as an Exhibit (F-1, F-2, F-3, etc. as the case may be) by written agreement of the State and CONTRACTOR and the respective Licensor.
- C. **Documentation.** With the delivery of the Licensed Programs and Equipment, CONTRACTOR shall include any and all published manuals or other documentation supplied with the hardware or software by the manufacturer, developer or distributor for distribution to end user customers.
- D. **Acceptance.** Acceptance of Licensed Programs and any Equipment and services specified in the applicable Addendum shall be deemed to occur thirty (30) days after CONTRACTOR' written notice to the Court or Judicial District that (a) the Licensed Programs specified in the applicable Addendum, including all specified modifications and enhancements, have been installed on the designated equipment, and (b) all training and other services to be furnished by CONTRACTOR prior to the commencement of use of the Licensed Programs in the Court's or Judicial District's day-to-day business operations have been completed, unless within such period the Court or Judicial District notifies CONTRACTOR in writing that it does not accept the Licensed Programs or any such Equipment and services and states the reason(s) why the Court or Judicial District believes that the same do not conform to Section VI (Warranties) of this Agreement or the applicable Addendum. Except as otherwise expressly provided in an applicable Addendum, if a particular Court or Judicial District has already accepted a particular version of one of the Licensed Programs under this paragraph, any further acceptance of that particular

version of the Licensed Program shall occur for that particular Court or Judicial District upon shipment from the Licensed Program distributor.

- E. Title.** Title and ownership of the Equipment, or any part or item thereof, or license rights in the Licensed Programs shall remain vested in CONTRACTOR until delivery and acceptance by the Court or Judicial District and receipt of final payment, in full, by CONTRACTOR; at which time, title, ownership and license rights shall vest in the Court or Judicial District free and clear of any lien, claim or encumbrance. Until such time as such title, ownership and license rights shall vest in the Court or Judicial District, CONTRACTOR shall retain a valid and enforceable, security interest in the items of Equipment and Licensed Programs in the possession of the Court or Judicial District, which is the subject of this Agreement. The Court or Judicial District hereby agrees, without requiring further consent, authorization or notice, to the filing of appropriate financing statements by CONTRACTOR covering the aforesaid items.
- F. Risk of Loss.** The Court or Judicial District shall be relieved from all risk of loss or damage to the Equipment and Licensed Programs during periods of transportation, installation, and during the entire time the Equipment and Licensed Programs are in the Court's or Judicial District's possession unless and until such time as unencumbered title for equipment, or the license in the case of the Licensed Programs, is vested in the Court or Judicial District and the Equipment and Licensed Programs are in the exclusive possession of the Court or Judicial District.
- G. Responsibilities of the Court or Judicial District.**
1. **Site Preparation.** The Court or Judicial District shall be responsible for timely site preparation including, but not limited to, the provision of adequate electrical power and sufficient number and type of electrical outlets, dust and smoke control provisions, adequate furniture, and sufficient workspace for CONTRACTOR'S personnel to perform installation. The Court or Judicial District shall be responsible for equipment cabling except as specifically set forth in the applicable Addendum to be provided by CONTRACTOR.
 2. **Care of License Programs and Equipment.** The Court or Judicial District hereby agrees that at all times prior to making payment in full to CONTRACTOR, the Court or Judicial District shall:
 - a. Keep the Licensed Programs and equipment free from all liens and encumbrances;

- b. Not use or permit the Licensed Programs and equipment, or any item, element or component thereof, to be used in any careless, reckless or negligent manner which is likely to be injurious to said products;
- c. Not make or permit any alterations to said products without CONTRACTOR'S prior written consent; and
- d. Upon reasonable notice during regular business hours, permit inspection of the System by CONTRACTOR or CONTRACTOR'S authorized subcontractor.

III. COSTS AND PAYMENT

- A. **Cost and Payment.** Costs for Equipment, Licensed Programs, and services shall be paid within thirty (30) days of acceptance as defined herein. Any undisputed sum not paid by the Court or Judicial District when due shall bear interest until paid at the rate provided by Minnesota law (which, as of the date of executing of this Agreement, is 1.5% per month).
- B. **Low Price Guaranty.** It is understood and agreed that the costs for Equipment, Licensed Programs and services to be charged each Court or Judicial District under this Agreement shall not exceed the lowest price theretofore paid for comparable equipment, licenses and services by any other court or judicial district or governmental entity within the State of Minnesota. Without limiting the foregoing, costs for equipment and Licensed Programs shall not exceed the amounts for comparable items set forth in **Exhibit B** which is attached to and made a part of this Agreement.
- C. **Taxes.** The Court or Judicial District hereby agrees to be responsible for and to pay any and all taxes, levied by federal, state or local governments in connection with the services provided hereunder, if any, including, but not limited to, all sales, use, rental receipt, personal property, import and value-added or other taxes (but excluding taxes based solely upon CONTRACTOR'S income, for which CONTRACTOR is solely responsible). CONTRACTOR is registered to collect and remit Minnesota tax and will include Minnesota tax amounts in any invoice issued to the COURT, and CONTRACTOR will be responsible for reporting the tax and remitting it to the Minnesota Department of Revenue.
- D. **Total Expenditure.** For the period of the effective date through June 30, 2018, the aggregate amount of all Addenda entered into hereunder for all Court or Judicial Districts shall not exceed a total of

_____dollars
(US\$_____). It is understood that this amount is being used to assign a contract number in the Court's or Judicial District's encumbrance system and that the parties may modify this number by amendment to the Agreement and that this amount is not a guarantee that any Court or Judicial District will enter into any Addenda hereunder.

IV. PERSONNEL

A. **Conflict of Interest Screening.** Prior to assigning any individual or permitted independent subcontractor to perform services hereunder or to have access to confidential information of the Court or Judicial District, CONTRACTOR shall require all individuals assigned to perform services hereunder to complete Part II of the Confidentiality and Disclosure of Interest Agreement set forth in **Exhibit C**, which is attached to and made a part of this Agreement. CONTRACTOR acknowledges that the Court or Judicial District may immediately disqualify any such individual from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified individual shall have any further access to the confidential information of the Court or Judicial District. If CONTRACTOR becomes aware of any individual's interest (or that of his or her immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the Court or Judicial District of such interest. CONTRACTOR shall bear the cost of orienting all personnel replacements of CONTRACTOR.

B. **Subcontractors.** In the event CONTRACTOR desires to engage a subcontractor to perform any services hereunder, CONTRACTOR shall first obtain the prior written consent of the COURT, and CONTRACTOR, the COURT and such subcontractor shall enter into an agreement substantially in the form of the Subcontractor Participation Agreement set forth in **Exhibit D**, which is attached to and made a part of this Agreement.

V. **TIME OF ESSENCE.** The parties agree that time is of the essence and that CONTRACTOR and the Judicial District shall comply with all of the time requirements described in this Agreement and any Addendum.

VI. WARRANTIES

A. **Third Party Products, Warranties.** In addition to any express warranties set forth herein, the Court or Judicial District may be entitled to the benefit from certain limited warranties provided directly by the manufacturers, owners, publishers or distributors of the equipment and Licensed Programs provided hereunder. CONTRACTOR assumes no liability for

nor responsibility under these third party warranties unless such liability or responsibility shall be specifically set forth herein.

- B. **Scope.** The Court or Judicial District hereby acknowledges and agrees that any warranties included herein do not extend or apply to the Court's or Judicial District's use of any attachment, feature or software on or in conjunction with the Equipment or Licensed Programs, or any item, element or component thereof, which has not been furnished pursuant to this Agreement or which has not been approved in writing by CONTRACTOR.
- C. **No Joint Venture.** The Court or Judicial district understands and agrees that CONTRACTOR, CONTRACTOR'S supplier or suppliers, and the manufacturers, developers or distributors of the items, elements and components of the equipment and Licensed Products are not engaged in a joint venture and that CONTRACTOR has no intention, obligation or duty to warrant and/or represent the quality, performance and condition of such deliverables on their behalf.
- D. **Performance.** CONTRACTOR hereby warrants that the Equipment and Licensed Programs sold hereunder, when properly installed at the Court's or Judicial District's site, will substantially meet the manufacturer's specifications, and those contained in the applicable Addendum.
- E. **Millennium Compliance.** CONTRACTOR represents and warrants to the Court or Judicial District that each item of the software shall be millennium compliant.
- F. **Title.** CONTRACTOR warrants and represents that the equipment and Licensed Programs and any documentation to be furnished pursuant to this Agreement shall be the property of CONTRACTOR and that CONTRACTOR shall be capable of transferring the title thereto, or, in the case of software and documentation, the license for the use thereof, to the Court or Judicial District.
- G. **Business Requirements.** CONTRACTOR is fully aware of the Court's or Judicial District's business requirements and intended uses for the Licensed Programs and equipment the same shall satisfy such requirements and is fit for such intended purposes.
- H. **Compliance with Laws.** CONTRACTOR warrants that all services performed by CONTRACTOR pursuant to this Agreement shall be performed in accord with the terms hereof and in accord with all applicable federal, state and local laws, ordinances, rules and regulations.

- I. **Mutual Warranties.** CONTRACTOR and the Court or Judicial District each represent and warrant to the other that: (1) it has the full right, power and authority to enter into this Agreement and any related Addendum and to perform fully all of its obligations thereunder; (2) it is free of any obligation or restriction that would prevent it from entering into this Agreement and any related Addendum or from performing fully any of its obligations thereunder; and (3) it has not entered into and will not enter into any contract which would impede the full performance of its obligations under this Agreement or any related Addendum or would in any way limit or restrict the rights of the other under this Agreement or any related Addendum.

VII. INDEMNIFICATION.

General Indemnity.

- A. CONTRACTOR agrees to defend and indemnify the Court or Judicial District and its officers and employees from and against all claims, damages, liabilities, awards, judgments, and settlements against them of whatever nature for damage to tangible property and bodily injury (including death) arising out of CONTRACTOR's negligence or willful misconduct with respect to the performance of its obligations under this Agreement. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the Court's or Judicial District's failure to fulfill its obligations pursuant to this Agreement.
- B. **Infringement Indemnity.** Notwithstanding Section VII.A., CONTRACTOR hereby agrees to indemnify, defend and hold the Court or Judicial District harmless from and against any and all claims, liabilities, damages, costs and expenses, including, without limitation, fees and disbursements of counsel, incurred by the Court or Judicial District in any action or proceeding between the court or Judicial District and CONTRACTOR or between the Court or Judicial District and any third party or otherwise, arising out of or related to any claim or action for actual or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party based upon the Licensed Programs or Equipment furnished to the Court or Judicial District by CONTRACTOR under this Agreement or any related Addendum, or the Court's or Judicial District's use thereof as contemplated under this Agreement. In addition to CONTRACTOR'S indemnity obligations set forth in this Section VII, in the event the Licensed Programs and Equipment furnished under this Agreement is held to infringe the rights of any third party, and/or in any case where the Court's or Judicial District's use thereof is enjoined, CONTRACTOR shall, at its option and expense, either (a) obtain for the Court or Judicial District the right to continue use of the Licensed Programs and Equipment; or (b) modify the Licensed

Programs and Equipment so that it is no longer infringing (provided that such modification does not adversely affect the Court's or Judicial District's intended use of the Licensed Programs and Equipment as contemplated under this Agreement); or (c) at no cost to the Court or Judicial District, replace the Licensed Programs and Equipment with equally suitable, non-infringing software and/or equipment; or (d) if none of the foregoing alternatives is commercially reasonable, refund to the Court or Judicial District the license and other fees paid to CONTRACTOR hereunder. This indemnity does not apply to the extent that such a claim is based solely upon modifications to the Licensed Programs made by the Court or Judicial District without the written approval of CONTRACTOR or its agents or subcontractors or solely upon the unauthorized use of the Licensed Programs by the Court or Judicial District as contemplated by this Agreement.

C. **Non-Disclosure Indemnity.** Notwithstanding Section VII.A, CONTRACTOR shall indemnify, defend (with counsel satisfactory to the Court or Judicial District), and hold the Court or Judicial District, their representatives and employees harmless from any and all claims, causes of action, damages, losses, settlement amounts, liabilities, judgments, costs and expenses (including reasonable attorneys' fees incurred by the Court or Judicial District), for any and all claims by Third Parties that are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly and proximately from CONTRACTOR'S violation of the non-disclosure provisions of Section VIII hereof. The Court or Judicial District shall provide CONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim. CONTRACTOR shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

D. **LIMITATION OF REMEDY.** EXCEPT (AS PROVIDED IN SECTIONS VII.B, VII.C, AND VIII.D. OF THIS AGREEMENT, THE COURT'S OR JUDICIAL DISTRICT'S EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE SHALL BE THE PAYMENT OF ACTUAL DAMAGES INCURRED, BUT NOT TO EXCEED THE TOTAL FEES AND CHARGES TO BE PAID FOR THE ITEM AS SPECIFIED HEREIN.

VIII. **CONFIDENTIALITY, DISCLOSURE AND USE.**

A. **General.** CONTRACTOR shall not disclose to any third party any information that is both: (1) made available by the Court or Judicial District to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with

this Agreement; and (2) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify the Court or Judicial District. The Court or Judicial District will give CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released.

B. Court or Judicial District Programs, Databases, Marks. Without limiting paragraph A, above, CONTRACTOR agrees to the following

1. **Court or Judicial District Programs.** The computer application programs made available by the Court or Judicial District to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as “Court or Judicial District Programs.” The Court or Judicial District is the copyright owner of the Court or Judicial District Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court or Judicial District Programs, and all analysis and design specifications, programming specifications, source code, algorithms, and information contained in technical reference manuals pertaining to the Court or Judicial District Programs, are trade secret information of the Court or Judicial District. The computer operating systems software programs and other third party software licensed by the Court or Judicial District, and related documentation, made available by the Court or Judicial District to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, are subject to claims of trade secret and copyright ownership by the respective licensors and will be treated by CONTRACTOR in the same manner as trade secret information of the Court or Judicial District. In addition, CONTRACTOR will familiarize itself with and abide by the terms and conditions of the license agreements applicable to such third party software.

2. **Court or Judicial District Databases.** The computer databases made available by the Court or Judicial District to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as “Court or Judicial District Databases.” The Court or Judicial District is the copyright owner of the Court or Judicial District Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court or Judicial District Databases and to their structure, sequence and organization are trade secret information of the Court or Judicial District. All information

contained within the Court or Judicial District Databases is sensitive, confidential information and will be treated by CONTRACTOR in the same manner as trade secret information of the Court or Judicial District. Without limiting any of the foregoing, CONTRACTOR understands and agrees that to the extent that any records made available by the Court or Judicial district to CONTRACTOR hereunder are publicly-accessible, the Court or Judicial District retains all rights it possesses in and to such records and CONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for CONTRACTOR's compliance with this contract; or (ii) to the extent that it has purchased or obtained the same from the Court or Judicial District on the same terms and via the same means and to the same extent as other members of the public.

3. **Marks.** The Court or Judicial District claims that the marks "TCIS," "MNCIS," "CriMNet," and "SJIS," are trademarks and service marks of the Court or Judicial District or of other agencies of the state of Minnesota. The marks "Total Court Information System" and "TCIS" are registered trademarks of the State of Minnesota, State Court Administrator's Office. CONTRACTOR shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or tradename owned or used by the Court or Judicial District or other agencies of the State of Minnesota.
4. **Restrictions on Duplication, Disclosure and Use.** CONTRACTOR will not, except as required in the performance of its obligations hereunder, copy any part of the Court or Judicial District Programs or Court or Judicial District Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the Court or Judicial District, or use any trademark, service mark, or tradename of the Court or Judicial District or other agencies of the state of Minnesota, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "**trade secret information of the Court or Judicial District**" means any information or compilation of information possessed by the Court or Judicial District, or developed by CONTRACTOR in the performance of its obligations hereunder, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of the Court or Judicial District" does not, however, include information which was known to CONTRACTOR

prior to CONTRACTOR'S receipt thereof, either directly or indirectly, from the Court or Judicial District, information which is independently developed by CONTRACTOR without reference to or use of information received from the Court or Judicial District, or information which would not qualify as trade secret information under Minnesota law. It will not be a violation of this section for CONTRACTOR to disclose any information received from the Court or Judicial District pursuant to the order of a court or governmental authority of competent jurisdiction if CONTRACTOR notifies the Court or Judicial District immediately upon receipt by CONTRACTOR of notice of the issuance of such an order.

5. **Proprietary Notices.** CONTRACTOR will advise its employees and permitted subcontractors who are permitted access to any of the Court or Judicial District Programs, Court or Judicial District Databases, or trade secret information of the Court or Judicial District of the restrictions upon duplication, disclosure and use contained in this Agreement. Without limiting the foregoing, CONTRACTOR shall include in and/or on any copy or translation of, or derivative work based upon, any of the Court or Judicial District Programs, the Court or Judicial District Databases, or trade secret information of the Court or Judicial District, or any part thereof, and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to CONTRACTOR by the Court or Judicial District, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

- C. **Inspection and Return of Court or Judicial District Property.** All documents, encoded media, and other tangible items made available to CONTRACTOR by the Court or Judicial District, are and will be exclusively the property of the Court or Judicial District and will be available for inspection by the Court or Judicial District upon request. Upon completion of CONTRACTOR'S performance of services hereunder, CONTRACTOR will, upon the Court's or Judicial District's request, promptly deliver to the Court or Judicial District any or all such documents, encoded media and other items in its possession, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such documents, media, items, or information contained therein. This shall not preclude CONTRACTOR from maintaining copies of property of the Court or Judicial District necessary to resolve any open or unresolved performance issues under this Agreement. When all such issues, if any, are resolved all copies shall be returned. CONTRACTOR and the Court or Judicial District acknowledge that all computer operating systems software programs and other third party software licensed by the Court or Judicial District, and related documentation, made available by the Court or Judicial District to

CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, or any translations, compilations, or partial copies thereof are and remain the property of the respective licensors.

D. **Injunctive Relief.** CONTRACTOR acknowledges that the COURT will be irreparably harmed if CONTRACTOR'S obligations under Sections VII and VIII of this Agreement are not specifically enforced and that the Court or Judicial District would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the Court or Judicial District shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the Court or Judicial District showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the Court or Judicial District for reasonable attorney's fees incurred by the Court or Judicial District in obtaining any relief pursuant to this section.

IX. GENERAL PROVISIONS

- A. **Assignment.** This Agreement may be assigned by CONTRACTOR, subject to the Court or Judicial District's reasonable right of approval. This Agreement shall be binding upon and shall inure to the benefit of the legal successors and assigns of the parties hereto including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of CONTRACTOR.
- B. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.
- C. **Headings.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- D. **NOTICES.** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to CONTRACTOR; (2) at the address first set forth herein if to the STATE, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; (3) if to the Court or Judicial District, at the address set forth in the applicable Addendum, with a copy to Legal Counsel Division, 140 Minnesota Judicial

Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (4) at such other address of which written notice has been given in accordance herewith.

- E. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by any event or circumstance beyond its reasonable control.
- F. **Governing Law.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with, the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the exclusive personal jurisdiction of said courts for that purpose. In construing this Agreement, no term or provision shall be construed against a party hereto solely by reason of that party having drafted the same.
- G. **Severability.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- H. **Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the Court or Judicial District. CONTRACTOR understands and agrees that the Court or Judicial District is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this Agreement and that CONTRACTOR is solely responsible for any taxes including but not limited to withholding, income tax, FICA and workmen's compensation, to be paid as a result of the fees paid to CONTRACTOR pursuant to this Agreement. Neither CONTRACTOR nor the Court or Judicial District shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- I. **Non-waiver.** The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

- J. **Endorsement.** CONTRACTOR must not claim that the Court or Judicial District, the state of Minnesota, or any agency thereof endorses its products or services.
- K. **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the Court or Judicial District as the sponsoring agency and must not be released without the prior written approval from the Court or Judicial District. For purposes of this provision, publicity includes, without limitation, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may disclose to the public the existence of this Agreement and any Addendum, the parties to the Agreement and any Addendum, and the material terms of the Agreement and any Addendum, including price, projected term, and scope of work.
- L. **Consent to Release of Certain Data.** Under Minn. Stat. § 270.66 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Court or Judicial District, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
- M. **State Audits.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this Agreement shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this Agreement. Records shall be sufficient to reflect all costs incurred in performance of this Agreement.
- N. **Antitrust.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- O. **Integration.** The parties acknowledge, by their authorized signature, that they have read this Agreement, understand it, and that it constitutes the entire agreement and understanding and incorporates all representations, express or implied, between the parties with respect to the products and

services to be furnished hereunder, and that this agreement supersedes all prior communications between the parties including all oral and written proposals, agreements and contracts not specifically included herein provided that all preexisting agreements between CONTRACTOR and a Court or Judicial District shall continue in full force and effect except as supplemented or modified except by this Agreement. In the event of any inconsistency or conflict between the terms of this Agreement and any other agreement between CONTRACTOR and any Court or Judicial District, the terms of this Agreement shall govern

P. **Worker's Compensation.** In accordance with the provisions of Minnesota Statutes, § 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, § 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.

Q. **Affirmative Action**

1. **Covered Contracts and Contractors.** If this contract exceeds one hundred thousand dollars (\$100,000.00) and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minnesota Statutes, § 363A.36 and Minnesota Rules Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statutes, § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
2. **Minnesota Statutes, § 363A.36** requires the CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
3. Minnesota Rules Parts 5000.3400-5000.3600 provide:
 - a. **General.** Minnesota Rules Parts 5000.3400-5000.3600 implement Minnesota Statutes, § 363A.36. These rules include, but are not limited to, criteria for contents,

approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- b. **Disabled Workers.** The contractor must comply with the following affirmative action requirements for disabled workers:
 - i. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - ii. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - iii. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - iv. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- v. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes, § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

4. **Consequences.** The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the Court or Judicial District.

5. **Certification.** CONTRACTOR hereby certifies that it is in compliance with the requirements of Minnesota Statutes, § 363A.36 and Minnesota Rules Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

R. **Facilities and Use Conditions.** Without limiting CONTRACTOR's responsibilities under any other section of this Agreement, to the extent that CONTRACTOR utilizes Court or Judicial District provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform CONTRACTOR's duties under this Agreement, CONTRACTOR must comply with all policies of the court or Judicial District and the Minnesota judicial branch as they relate to the acceptable use or operation of Court or Judicial District facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and on Drug Free Workplace as the same may be amended and replaced from time to time.

S. **Insurance.** Throughout the term of this Agreement CONTRACTOR shall maintain the insurance coverage set forth in this section. The CONTRACTOR's policy shall be the primary insurance to any other valid and collectible insurance available to the Court or Judicial District with respect to any claim arising out of this contract. CONTRACTOR's insurance company waives its right to assert the immunity of the Court or Judicial District as a defense to any claims made under said insurance. The CONTRACTOR is responsible for payment of insurance deductibles. Insurance companies must have an "AM Best" rating of A- (minus) and a Financial Size Category of VII or better. Required coverage:

1. The Comprehensive Automobile Liability: Minimum Limits of Liability of \$1,000,000 per Occurrence Combined Single Limit Bodily Injury and Property Damage for: Owned Automobile, Non-owned Automobile, and Hired Automobiles.
2. Commercial General Liability: Blanket Contractual Coverage with Minimum Limits of Liability: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence, \$2,000,000 minimum annual aggregate.
3. Umbrella Liability: Umbrella liability with minimum limits of \$5,000,000 per occurrence and aggregate.
4. Employer's Liability: Employer's liability insurance coverage with minimum limits of \$1,000,000 each accident.
5. Crime Insurance: Crime insurance coverage with minimum limits of \$2,000,000 each occurrence.
6. Cyber Insurance: Confidentiality violation and data breach insurance with minimum limits of \$2,000,000 each occurrence.

Upon request of the STATE, CONTRACTOR shall be required to promptly provide a Certificate of Insurance evidencing that the above items are in force and effect during the entire term of the contract. The STATE reserves the right to request inspection of a full certified copy of insurance policies at CONTRACTOR's home office facility. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the contract. Policies shall include endorsements that name the STATE, its officers and employees as additional insured with respect to General Liability, Automobile Liability, and/or Umbrella Liability coverages only; however, the STATE is not liable to the insurance company for any premiums, costs or assessments in connection with the CONTRACTOR's policy, as a result of being an additional insured. The CONTRACTOR shall provide the STATE with

thirty (30) days' advance written notice of cancellations or non-renewals or reduction in limits or coverage or other material change, including the name of the contract, mailed to the STATE as provided in the notice clause of this Agreement. The CONTRACTOR shall maintain the insurance required above to cover claims which may arise from operations under this contract, whether such operations are by CONTRACTOR or a permitted subcontractor or by anyone directly or indirectly employed under this contract. The CONTRACTOR shall require its insurance company(ies) to waive its(their) right to assert the immunity of the STATE as a defense to any claims made under said insurance. The failure of the STATE to obtain a certificate of insurance for the insurance policies required under this contract, or the failure of the insurance company(ies) or CONTRACTOR to notify the STATE of the cancelation, non-renewal or change of the insurance policies required under this contract, shall not constitute a waiver by the STATE to the CONTRACTOR to provide such insurance policies. The STATE reserves the right to cancel this contract, upon fifteen (15) days written notice, if CONTRACTOR is not in compliance with the insurance requirements of this contract and the STATE retains all rights to pursue any legal remedies against CONTRACTOR in the event of such non-compliance.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement
intending to be bound thereby.

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title</i>
<i>Date</i>
(reserved)

(reserved)

(reserved)

2. The State:

Person signing certifies that applicable procurement policies have been followed. Where agreement and amendments exceed \$50,000, signature of State Court Administrator or Deputy is also required. Where agreement and amendments exceeds \$10,000 and is technology related, signature of Chief Information Officer/Information Technology Division Director is also required
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title Information Technology Division Director</i>
<i>Date</i>
<i>By</i>
<i>Title State Court Administrator/Deputy</i>
<i>Date</i>

3. Funds have been encumbered for STATE by:

<i>By</i>
<i>N/A—encumbrance occurs with each individual Addendum</i>
<i>Title</i>
<i>Date</i>
<i>Contract No.</i>

4. Approved as to form and execution for STATE by:

<i>By</i>
<i>Title</i>
<i>Date</i>

EXHIBIT A-1

COURT OR JUDICIAL DISTRICT ADDENDUM

This Addendum is entered into this _____ day of _____, 20____, pursuant to the Master Purchasing Agreement (“Purchase Agreement”) between the state of Minnesota, acting through its Fourth Judicial District (“State”) and _____ Contractor _____ an independent contractor, not an employee of the State of Minnesota, located at _____ (“CONTRACTOR”), and the Maintenance and Software Support Agreement (“Maintenance Agreement”) between the State and CONTRACTOR. This Addendum is subject to all of the terms, conditions, and amendments set forth therein and attached thereto.

Judicial District: _____

Address: _____

Principal Contact: _____

Installation Completion Date: _____

Licensed Programs :
Programs:

Designated Equipment:

Equipment to be furnished by CONTRACTOR:

Licensed Programs Maintenance:

Hardware Maintenance:

Installation and Training:

Professional Services:

Custom modifications and Enhancements to be furnished and installed by CONTRACTOR at time of Installation:

Price:

1. Licensed Program fees:

Total License Fees: \$ _____

2. Hardware and System Software: \$ _____

3. Installation and Training: \$ _____

4. Custom Modifications and Enhancements: \$ _____

5. Third Party Software Maintenance: \$ _____

6. Operating Environment Support: \$ _____

7. Tax: \$ _____
To be computed by Court or Judicial District

8. Credit Amount (if applicable) — \$ _____

TOTAL NOT-TO-EXCEED PRICE: \$ _____

[remainder of this page intentionally left blank]

Additional Comments:

Where applicable, see attached Statement of Work (“SOW”) which terms and conditions shall control in the event of conflict with the Purchasing Agreement or this Addendum provided such SOW is approved and signed by the Legal Counsel Division of the State Court Administrator’s Office.

CONTRACTOR

State of Minnesota, acting through its
_____ Court or
_____ Judicial District

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Purchase Order Number used to encumber entire cost of this Addendum: _____

Approved as to form and execution for Court or Judicial District by:

Name: _____

Title: Senior Legal Counsel, State Court Administrator’s Office

Date: _____

EXHIBIT A-2

CHANGE AUTHORIZATION FORM

Change authorization #:	
Project name:	
Change title:	

Description of proposed change:

Reason for change:

Impact of change on	Comments
Cost:	
Schedule:	
Other:	

Change requested by:	Name:
	Title:
	Signature:
	Date:

Change accepted or rejected:	
Rejection reason (if applicable)	

If accepted, authorized by	
For Court or Judicial District	For CONTRACTOR
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
P.O. #:	(reserved)
Form and Execution Approval	
Name:	
Title: Legal Counsel Division	
Signature:	
Date:	

EXHIBIT B

INITIAL COST LIST

[To be filled in based on successful RFP response]

EXHIBIT C: CONTRACTOR EMPLOYEE CONFIDENTIALITY AND DISCLOSURE
OF INTEREST AGREEMENT

I. Confidentiality.

I, _____, an employee of _____ CONTRACTOR _____, an independent contractor, not an employee of the State of Minnesota, Address: _____ (“CONTRACTOR”), acknowledges that CONTRACTOR has been granted certain access to non-public data and records of the State of Minnesota, Fourth Judicial District (“State”) and courts and judicial districts within the state of Minnesota (collectively the State, courts and judicial districts are referred to herein as the “Court or Judicial District”) pursuant to a Master Purchasing Agreement (“Purchasing Agreement”) and/or the Maintenance and Support Services Agreement (“Maintenance Agreement”) between CONTRACTOR and the State. I further acknowledge that such information has tangible value, contains valuable trade secrets, copyrights and confidential information of the Court or Judicial District and other parties.

To the extent that I come into possession of any non-public data or records (including, without limitation, non-public data or records as defined in the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time) or any proprietary or confidential information of the Court or Judicial District or any third party, I will not use any such information for any purpose other than performance of the Purchase Agreement and/or Maintenance Agreement and will not disclose any such information to any third party without the Court’s or Judicial District’s consent, except: (a) as may be required by law, regulation, judicial or administrative process; or (b) as required in litigation pertaining to this Agreement, provided the Court or Judicial District is given advance notice of such intended disclosure in order to permit the Court or Judicial District the opportunity to seek a protective order; or (c) to the extent such information (i) becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as a result of a disclosure by CONTRACTOR in breach of its obligations under the Purchase Agreement and/or Maintenance Agreement, or disclosure by me in breach of this Agreement, (ii) becomes available to CONTRACTOR or to me on a non-confidential basis from a source other than the Court or Judicial District, which is not prohibited from disclosing such information to CONTRACTOR or to me by obligation to the Court or Judicial District, (iii) is known by CONTRACTOR or to me prior to its receipt from the Court or Judicial District without any obligation of confidentiality with respect thereto, or (iv) is developed by CONTRACTOR or by me independently of any disclosures made by the Court or Judicial District to CONTRACTOR or to me of such information. I agree that my obligations with respect to the confidentiality and security of all information disclosed to me shall survive the termination of any agreement or relationship between the Court or Judicial District and CONTRACTOR and/or me.

I acknowledge that to the extent that any records made available by the Court or Judicial District hereunder are publicly-accessible, the Court or Judicial District retains all rights it possesses in and to such records and I have no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) for purposes of compliance with the Purchasing Agreement and Maintenance Agreement; or (ii) to the extent that I have purchased or obtained such publicly-accessible records from the Court or Judicial district on the same terms and via the same means and to the same extent as other members of the public.

I acknowledge and agree that a breach by me of any of the covenants set forth in this Agreement will cause irreparable injury to the Court or Judicial District or others for which damages, even if available, will not constitute an adequate remedy. Accordingly, I agree that the Court or Judicial District, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) in order to enforce the covenants and agreements contained herein.

If attorneys' fees or other costs are incurred by the Court or Judicial District to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, and the Court or Judicial District is the prevailing party, the Court or Judicial District will be entitled to recover from me reasonable attorneys' fees and costs incurred in connection therewith.

This Agreement shall be interpreted in accordance with the laws of the state of Minnesota. Any action arising out of or relating to this Agreement, its performance, enforcement or breach, will be venued in a state court situated within Ramsey County, Minnesota.

ACKNOWLEDGED AND ACCEPTED:
CONTRACTOR

By: _____

Employee Signature

Name: _____

Name – please print

Date: _____

Title: _____

Date: _____

II. Disclosure of Interest.

I, _____(Print Name), hereby certify that neither I, nor any member of my immediate family, is a party to any pending or threatened lawsuit or proceeding in any Minnesota state court or is a law student, studying for the bar exam, applying for attorney licensure in Minnesota or any other state, or is a present or former licensed or registered attorney in Minnesota or any other state.

(Signature)

(Date)

EXHIBIT D

CONTRACTOR SUBCONTRACTOR PARTICIPATION AGREEMENT

THIS AGREEMENT (“Subcontractor Agreement”) is entered into as of _____, 20__ between _____ CONTRACTOR _____, an independent contractor, not an employee of the State of Minnesota, Address: _____ (“CONTRACTOR”), and the State of Minnesota, Fourth Judicial District, Address: C-1251 Government Center, 300 6th Street, Minneapolis, MN 55487 (“State”), and [NAME], a [STATE] [ENTITY], located at [ADDRESS] (“Subcontractor”).

RECITALS

The State has engaged CONTRACTOR to provide digital signage software, equipment and services to the State and any court or judicial district within the state of Minnesota that has entered into a Court or Judicial District Addendum (collectively the State, courts and judicial districts are referred to herein as the “Court or Judicial District”) pursuant to the Master Purchasing Agreement between CONTRACTOR and the State (the “Purchase Agreement”) and the Maintenance and Software Support Agreement between CONTRACTOR and the State (“Maintenance Agreement”). Subcontractor is in the business of performing professional services within the scope of the Purchase Agreement and/or Maintenance Agreement. CONTRACTOR desires to engage Subcontractor, and Subcontractor desires to be engaged, to assist in performing such services for the Courts or Judicial Districts as a subcontractor to CONTRACTOR. The State is willing to approve CONTRACTOR’S engagement of Subcontractor as a subcontractor under the Purchase Agreement and/or Maintenance Agreement pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

1. Approval of Subcontractor. The State hereby approves the engagement of Subcontractor by CONTRACTOR as a subcontractor under the Purchase Agreement and/or Maintenance Agreement. CONTRACTOR and Subcontractor will determine the scope of Subcontractor’s engagement and the terms of their relationship with one another, and Subcontractor will look solely to CONTRACTOR for payment under its subcontract. Subcontractor will not permit any employee to participate in its performance of services hereunder until such employee shall have executed and delivered a Confidentiality and Disclosure of Interest Agreement in the form of Appendix C to the Purchase Agreement.

2. Subcontractor’s Undertakings to the State.

a. Subcontractor acknowledges that CONTRACTOR has been granted certain access to non-public data and records of the Court or Judicial District (“Confidential Information”) pursuant to the Purchase Agreement and/or Maintenance Agreement. Subcontractor further acknowledges that Confidential Information has tangible value, contains valuable trade secrets, copyrights and confidential information of the Court or Judicial District and other parties.

b. To the extent that Subcontractor comes into possession of Confidential Information (including, without limitation, non-public data or records as defined in the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, or any proprietary or confidential information of the Court or Judicial District or any third party), Subcontractor will not use any such information for any purpose other than performance of the Purchase Agreement and/or Maintenance Agreement and will not disclose any such information to any third party without the Court’s or Judicial District’s consent, except: (a) as may be required by law, regulation, judicial or administrative process; or (b) as required in litigation pertaining to this Subcontractor Agreement, provided the Court or Judicial District is given advance notice of such intended disclosure in order to permit the Court or Judicial District the opportunity to seek a protective order; or (c) to the extent such information (i) becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as a result of a disclosure by CONTRACTOR in breach of its obligations under the Purchase Agreement and/or Maintenance Agreement or disclosure by Subcontractor in breach of this Subcontractor Agreement, (ii) becomes available to CONTRACTOR or to Subcontractor on a non-confidential basis from a source other than the Court or Judicial District, which is not prohibited from disclosing such information to CONTRACTOR or to Subcontractor by obligation to the Court or Judicial District, (iii) is known by CONTRACTOR or to Subcontractor prior to its receipt from the Court or Judicial District without any obligation of confidentiality with respect thereto, or (iv) is developed by CONTRACTOR or by Subcontractor independently of any disclosures made by the Court or Judicial District to CONTRACTOR or to Subcontractor of such information. Subcontractor agrees that its obligations with respect to the confidentiality and security of all information disclosed to Subcontractor shall survive the termination of any agreement or relationship between the Court or Judicial District and CONTRACTOR and/or Subcontractor.

c. Without limiting any of the foregoing, Subcontractor understands and agrees that to the extent that any records made available by the Court or Judicial District to Subcontractor hereunder are publicly-accessible, the Court or Judicial District retains all rights it possesses in and to such records and Subcontractor has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for Subcontractor’s compliance with this contract; or (ii) to the extent that it has purchased or obtained the same from the Court or Judicial

District on the same terms and via the same means and to the same extent as other members of the public.

d. Subcontractor shall take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Subcontractor Agreement. Subcontractor agrees that its obligations with respect to the confidentiality and security of all information disclosed to Subcontractor shall survive the termination of any agreement or relationship between the Court or Judicial District and CONTRACTOR and/or Subcontractor.

e. If Subcontractor is an individual, Subcontractor certifies that neither Subcontractor, nor any member of Subcontractor's immediate family, is a party to any pending or threatened lawsuit or proceeding in any Minnesota state court or is a law student, studying for the bar exam, applying for attorney licensure in Minnesota or any other state, or is a present or former licensed or registered attorney in Minnesota or any other state.

f. Subcontractor will not engage any subcontractor without the prior, written approval of the Court or Judicial District. Subcontractor, CONTRACTOR and the Court or Judicial District agree that each will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of another or the results thereof. If Subcontractor is an entity, Subcontractor covenants and agrees that it shall obtain and maintain liability insurance with minimum limits of one million dollars (\$1,000,000) per claim, accident or occurrence, whichever is greater, covering injuries or damages caused by the acts or omissions of its employees. The Court's or Judicial District's responsibility will be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable laws.

g. Subcontractor represents and warrants that Subcontractor has any and all third party intellectual rights required to complete its contractual obligations to CONTRACTOR and there is no outstanding contract, commitment or agreement to which Subcontractor is a party, or legal impediment of any kind known to Subcontractor which conflicts with or otherwise prevents Subcontractor from completing its contractual obligations to CONTRACTOR or which might limit, restrict or impair its obligations hereunder. If CONTRACTOR or the Court or Judicial district promptly notifies Subcontractor in writing of a third-party claim against Subcontractor that any Subcontractor work product or Subcontractor's unmodified software infringes a United States patent, a copyright or a trade secret of any third-party, Subcontractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against CONTRACTOR or Court or Judicial district. Subcontractor will not indemnify the Court or Judicial District, however, if the claim of infringement is caused by (1) the Court's or judicial district's misuse or modification of the Subcontractor's

work product without the written approval of Subcontractor or its agents or CONTRACTOR; (2) the Court's or Judicial District's failure to use corrections or enhancements made available by Subcontractor at no cost to the Court or Judicial District; (3) information, direction, specification or materials provided by the Court or Judicial District. If any of Subcontractor's work product is, or in Subcontractor's opinion is likely to be, held to be infringing, Subcontractor shall at its expense and option either (a) procure the right for CONTRACTOR and the Court or Judicial District to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing (provided that such modification does not adversely affect the Court's or Judicial District's intended use of the Licensed Programs and equipment as contemplated under this Agreement); if none of the foregoing alternatives is reasonably available and if the Court or Judicial District has received a refund of the license and other fees that the Court or Judicial District has paid under the Purchase Agreement and Maintenance Agreement, Subcontractor may terminate the Court's or Judicial District's right to use the disputed portion of the Subcontractor's work product upon thirty (30) days' written notice. The foregoing remedies constitute the Court's or Judicial District's sole and exclusive remedies and Subcontractor's entire liability with respect to infringement against Subcontractor.

3. Non-Waiver. The failure by any party at any time to enforce any of the provisions of this Subcontractor Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Subcontractor Agreement. The waiver of any default by any party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

4. Assignment and Binding Effect. No party may assign, delegate, or otherwise transfer this Subcontractor Agreement or any of its rights or obligations hereunder without the prior written consent of the others, which consent shall not be unreasonably withheld or delayed. Any attempt to assign this Subcontractor Agreement without the prior written consent of the other parties is void and without legal effect. This Subcontractor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Subcontractor Agreement is not intended to create any private right in or for any member of the public or any subcontractor, supplier or any other third party (except a Court or Judicial District), or to authorize anyone not a party to this Subcontractor Agreement to maintain a suit to enforce or take advantage of its terms.

5. Governing Law and Severability. The terms of this Subcontractor Agreement and all matters relating to this Subcontractor Agreement (whether in contract, statute, tort (such as negligence), or otherwise), will be governed by, and construed in accordance with, the laws of the state of Minnesota (without giving effect to the choice of law principles thereof). If any provision of such terms is found by a court of competent jurisdiction to be unenforceable, such provision will not affect the other provisions, but

such unenforceable provision will be deemed modified to the extent necessary to render it enforceable, or, if such modification is not possible, severed from this Subcontractor Agreement, preserving to the fullest extent permissible the intent of the parties set forth herein. Any action arising out of or relating to this Subcontractor Agreement, its performance, enforcement or breach will be venued in a state court situated within Ramsey County, Minnesota if a Court or Judicial District (including, without limitation, its employees or agents) is a party. Subcontractor and CONTRACTOR hereby irrevocably consent and submit themselves to the personal jurisdiction of said courts for that purpose.

6. Publicity; Use of Marks.

a. Absent the express written authorization of the Court or Judicial District, Subcontractor must not claim that the Court or Judicial District endorses its products or services or use the Court or Judicial District as a reference for other Subcontractor customers or potential customers. Any publicity regarding the subject matter of this contract must identify the Court or Judicial District as the sponsoring agency and, except as may be required by law, regulation, judicial or administrative process must not be released without the prior written approval of the Court or Judicial District. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor individually or jointly with others, or any subcontractors, with respect to this agreement or any services or deliverables provided hereunder. Notwithstanding anything in this Subcontractor Agreement to the contrary, however, any party may disclose to the public the existence of this Subcontractor Agreement, the parties to the Subcontractor Agreement, and the material terms of the Subcontractor Agreement, including price, projected term, and scope of work.

b. Subcontractor will not use any name, trademark or trade name of the Court or Judicial District or any of the Court's or Judicial District's personnel, directly or indirectly, whether in connection with advertising or otherwise, without the prior written consent of the Court or Judicial District as to each circumstance and occasion of such use. The Court or Judicial District asserts, and Subcontractor acknowledges, that the marks "MNCIS," "CriMNet," and "SJIS" are trademarks and service marks of the Court or Judicial District or of other agencies of the state of.

7. Injunctive Relief. Subcontractor acknowledges that the Court or Judicial District will be irreparably harmed if Subcontractor's obligations under this Subcontractor Agreement are not specifically enforced and that the Court or Judicial District would not have an adequate remedy at law in the event of an actual or threatened violation by Subcontractor of its obligations. Therefore, Subcontractor agrees that the Court or Judicial District shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by Subcontractor without the necessity of the Court or Judicial District showing actual damages or that monetary damages would not afford an adequate remedy. Subcontractor shall be liable to

the Court or Judicial District for reasonable attorneys' fees incurred by the Court or Judicial District in obtaining any relief pursuant to this paragraph.

8. Facilities and Use Conditions. Without limiting Subcontractor's responsibilities under any other section of this Agreement, to the extent that Subcontractor utilizes Court or Judicial District provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform Subcontractor's duties under this Agreement, Subcontractor must comply with all policies of the Court or Judicial District and the Minnesota judicial branch as they relate to the acceptable use or operation of Court or Judicial District facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and on Drug Free Workplace as the same may be amended and replaced from time to time.

9. Integration. This Subcontractor Agreement sets forth the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings or agreements regarding the same subject matter. This Subcontractor Agreement may not be modified or amended except by a writing signed by all parties. This Subcontractor Agreement shall supersede any inconsistent provisions of any agreement between CONTRACTOR and Subcontractor to which the Court or Judicial District is not a party.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this instrument to be duly executed.

_____	State of Minnesota,
Subcontractor	Fourth Judicial District
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

CONTRACTOR	State of Minnesota, State Court
	Administrator's Office, Information
	Technology Division
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT E-1

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT (“**Maintenance Agreement**”), made this _____, 2015, and amendments and supplements thereto, is between the State of Minnesota, acting through its Fourth Judicial District located at C-1251 Government Center, 300 6th Street, Minneapolis, MN 55487 (hereinafter, the “**State**”) and _____ CONTRACTOR _____, independent contractor, not an employee of the State of Minnesota, located at _____ (hereinafter “**CONTRACTOR**”)

RECITALS

This Maintenance Agreement is the result of negotiations entered into following a request for proposals issued by the State. This Maintenance Agreement is for updates and service for digital signage solution software (hereinafter such software and related documentation are collectively referred to as the “**Licensed Programs**”) provided by or through CONTRACTOR pursuant to the Master Purchasing Agreement (“**Purchasing Agreement**”) entered into between CONTRACTOR and the State. This Maintenance Agreement is also made for the benefit of all courts and judicial districts of the state of Minnesota and any such court or judicial district may acquire updates and services in accordance with the terms and conditions of this Maintenance Agreement by entering into a Court or Judicial District Addendum in the form set forth in **Exhibit A**, which is attached to and made a part of this Maintenance Agreement, and issuance of a Court or Judicial District generated purchase order covering all costs associated with such Addendum. Each court or judicial district within the state of Minnesota shall be entitled to acquire, and CONTRACTOR will furnish to each such court or judicial district which so desires, updates and services at least comparable to those sold by CONTRACTOR to any other court or judicial district within the state of Minnesota. As used herein “**the Court or Judicial District**” means the State and any other court or judicial district within the state of Minnesota that has entered into a Court or Judicial District Addendum with CONTRACTOR pursuant to this Maintenance Agreement. As used herein, “**Addendum**” means a Court or Judicial District Addendum entered into between CONTRACTOR and a court or judicial district within the state of Minnesota.

AGREEMENT

Based on the mutual agreements, promises, and covenants contained in this Agreement, it is agreed:

I. **TERM AND TERMINATION.**

- A. **Effective Date.** This Maintenance Agreement shall not be effective until approved as to form and execution by the State Court Administrator’s Legal Counsel Division. Note: Software Support starts at the date of shipment.

Therefore, no shipment shall occur until after the Purchasing Agreement, the applicable Addendum and this Maintenance Agreement is approved and signed by the Legal Counsel Division.

- B. **Termination.** This Maintenance Agreement shall continue in force and effect according to its terms. Termination of an Addendum does not terminate this Maintenance Agreement. The Court or Judicial District may terminate maintenance updates and services under an Addendum upon any anniversary of the acceptance of the Licensed Programs and equipment covered by such Addendum by giving CONTRACTOR sixty (60) days advance written notice.
- C. **Termination of Addendum for Non-Appropriation.** The Court or Judicial District may immediately cancel an Addendum if it does not obtain funding from the Minnesota Supreme Court, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered by such Addendum. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The Court or Judicial District is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to notice and effective date of termination. The Court or Judicial District will not be assessed any penalty if the Addendum is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Court or Judicial District must provide CONTRACTOR notice of the lack of funding within a reasonable time of the Court or Judicial District's receiving that notice. Notwithstanding the foregoing, CONTRACTOR shall have no obligation to proceed under any addendum until it is satisfied that adequate funds have been appropriated and will otherwise be available to fully fund the Addendum for the current fiscal year.
- D. **Termination of Addendum for Default.** If a Court or Judicial District should default on its obligations under this Agreement or any Addendum and such default continues for thirty (30) days after written notice thereof by CONTRACTOR, then CONTRACTOR may elect to terminate the applicable Addendum and will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed (to the extent that funds are available) and exercise any other remedy existing at law or in equity.
- E. **Surviving Terms.** The provisions of Sections I.C. (Termination for non-appropriation), I.D. (Termination for default), I.E. (Surviving terms), II.A. (Addendum required), and VII. (to the extent that it incorporates sections III.B. (Low Price Guaranty), III.C. (Taxes), VI (Warranties); VII (Indemnification), VIII (Confidentiality, disclosure and use), IX.A. (Assignment), IX.C. (Headings), IX.D. (Notices), IX.E. (Force Majeure),

IX.F. (Governing law), IX.G (Severability), IX.H (Relationship of the parties), IX.I. (Non-waiver), IX.J. (Endorsement), IX.K. (Publicity), IX.L. (Consent to release of certain data), IX.M. (State audits), IX.N. (Antitrust), of the Purchase Agreement) shall survive any cancellation or termination of this Maintenance Agreement, as shall any other provisions that by their nature would be expected or intended to survive such termination.

II. SCOPE OF COVERAGE

- A. **Addendum Required.** The Licensed Programs for which updates and services will be provided by CONTRACTOR as to each court or judicial district shall be as specified in the Addendum applicable to such court or judicial district. No Addendum shall be effective, and CONTRACTOR shall not begin to provide updates and services under such Addendum, unless and until such Addendum is signed by CONTRACTOR, the Court or Judicial District, and the State Court Administrator's Legal Counsel Division, and is accompanied by a Court or Judicial District generated purchase order covering the all costs of the Addendum. It is understood and agreed that the purpose of such purchase order is limited to encumbering the funds to pay Court or Judicial District obligations under this Maintenance Agreement and that any terms and conditions set forth in any such purchase order shall not supersede the terms of this Maintenance Agreement, the applicable Addendum, or other amendments thereto.
- B. **Response Time.** [A specific service level agreement (SLA) will be negotiated.]
- C. **Software Support.** CONTRACTOR software support ("**Software Support**") consists of on-site, telephone and modem CONTRACTOR Software Support calls. CONTRACTOR will be responsible for service calls on CONTRACTOR provided "suite of products and will support and install version upgrades for that software when provided by the software manufacturer. Version upgrades include all bug fixes, and update patches for CONTRACTOR provided software.
- D. **Responsibility for Backups.** The Court or Judicial District is responsible for performing both regular computer and system backups.

III. SPECIFIC EXCLUSIONS.

The following items are specifically excluded from this Maintenance Agreement, and the responsibility for performing these functions rests solely with the Court or Judicial District:

- A. [state, if any].

IV. **SITE, POWER REQUIREMENTS, ENVIRONMENT**

A. [state, if any]

V. **COURT OR JUDICIAL DISTRICT NOTIFICATION PROCEDURES**

A. In the event of a malfunction of the Licensed Programs, the Court or Judicial District shall document and make available any error messages or codes generated by the Licensed Programs. This documentation shall be maintained in a logbook or ticket management system for easy access by CONTRACTOR personnel.

B. Once the Court or Judicial District has determined that CONTRACTOR Software Support may be necessary, *Court or Judicial District will call dealer service dispatch at* (____) ____-____ and request system support. The Court or Judicial district will need to provide the Licensed Program, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Court or Judicial District.

C. Annual maintenance entitles the Court or Judicial District to contact a trained technical support representative with questions regarding CONTRACTOR products. CONTRACTOR'S courteous support team may be reached via telephone, facsimile and e-mail between 8:00AM and 5:00PM CT.

D. Support Services: When contacting CONTRACTOR technical support department, Court or Judicial District shall have the following ready: company name, the Licensed Program product in question and the product version being used.

E. Phone and on-site support: 8:00AM - 5:00PM CT, Monday – Friday; Local support phone number: (____) ____-____.

F. Fax Support: Court or Judicial district may fax questions to CONTRACTOR at (____) ____-____ 24 hours a day, 7 days a week. The Court or Judicial District shall include its fax number for response.

G. E-mail: Court or Judicial District may e-mail CONTRACTOR'S support department (_____) 24 hours/ 7 days.

H. Software Updates: All software updates are processed on a request and receive basis. Court or Judicial District may contact CONTRACTOR'S

support department to receive all software updates.

VI. COSTS

- A. **Price and Payment.** Maintenance pricing listed in Exhibit B is valid through June 30, 2018, and thereafter may be modified pursuant to section VI.B. hereof. The costs for the initial annual maintenance term shall be included in the applicable Addendum and shall be invoiced upon acceptance of the Licensed Programs and equipment in accordance with the Purchase Agreement; except as otherwise provided herein for pricing listed in Exhibit B, the cost for subsequent annual maintenance terms shall be CONTRACTOR'S then current maintenance cost as the same may be modified pursuant to section VI.B. hereof. The payment of the maintenance costs will be invoiced at the beginning of each annual maintenance term during the duration of this Maintenance Agreement.
- B. **Adjustments to Maintenance Costs.** Except as otherwise provided herein for pricing listed in Exhibit B, CONTRACTOR reserves the right to increase the maintenance cost for any subsequent annual maintenance term provided that: (a) CONTRACTOR notifies the Court or Judicial District in writing of any changes in maintenance cost at least sixty (60) days prior to the beginning of the maintenance term to which such fees apply; and (b) the cumulative increase in the maintenance cost shall not exceed the cumulative increase in the CPI Index (as defined below) from January of the year in which the applicable Addendum is entered into through January of the year in which each increase takes effect. "CPI Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average All Items (1982-1984=100), published by the United States Department of Labor, Bureau of Labor Statistics, or, if such index ceases to be published, another comparable index agreed to in writing by the parties hereto.

- VII. **INCORPORATION OF TERMS.** The provisions of Sections III.B. (Low Price Guaranty), III.C. (Taxes), IV (Personnel), V (Time of the Essence), VI (Warranties); VII (Indemnification), VIII (Confidentiality, disclosure and use), IX.A. (Assignment), IX.B. (Amendment), IX.C. (Headings), IX.D. (Notices), IX.E. (Force Majeure), IX.F. (Governing law), IX.G (Severability), IX.H (Relationship of the parties), IX.I. (Non-waiver), IX.J. (Endorsement), IX.K. (Publicity), IX.L. (Consent to release of certain data), IX.M. (State audits), IX.N. (Antitrust), IX.O. (Worker's compensation), IX.P. (Affirmative Action), XI. S. (Insurance) of the Purchase Agreement are incorporated herein by reference, and all references therein to the "Agreement" shall be deemed to be references to this Maintenance Agreement.

VIII. **INTEGRATION.** The parties acknowledge, by their authorized signature, that they have read this Maintenance Agreement, understand it, and that it constitutes the entire agreement and understanding and incorporates all representations, express or implied, between the parties with respect to the products and services to be furnished hereunder, and that this agreement supersedes all prior communications between the parties including all oral and written proposals, agreements and contracts not specifically included herein provided that all preexisting agreements between CONTRACTOR and a Court or Judicial District shall continue in full force and effect except as supplemented or modified by this Maintenance Agreement. In the event of any inconsistency or conflict between the terms of this Maintenance Agreement and any other agreement between CONTRACTOR and any Court or Judicial District, the terms of this Maintenance Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Maintenance Agreement intending to be bound thereby.

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title</i>
<i>Date</i>
(reserved)

(reserved)

(reserved)

2. The State:

Person signing certifies that applicable procurement policies have been followed. Where agreement and amendments exceed \$50,000, signature of State Court Administrator or Deputy is also required. Where agreement and amendments exceeds \$10,000 and is technology related, signature of Chief Information Officer/Information Technology Division Director is also required
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title Information Technology Division Director</i>
<i>Date</i>
<i>By</i>
<i>Title State Court Administrator/Deputy</i>
<i>Date</i>

3. Funds have been encumbered for STATE by:

<i>By</i>
<i>N/A—encumbrance occurs with each individual Addendum</i>
<i>Title</i>
<i>Date</i>
<i>Contract No.</i>

4. Approved as to form and execution for STATE by:

<i>By</i>
<i>Title</i>
<i>Date</i>

EXHIBIT E-2

EQUIPMENT MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT (“**Maintenance Agreement**”), made this _____, 2015, and amendments and supplements thereto, is between the State of Minnesota, acting through its Fourth Judicial District located at C-1251 Government Center, 300 6th Street, Minneapolis, MN 55487 (hereinafter, the “**State**”) and _____ CONTRACTOR _____, independent contractor, not an employee of the State of Minnesota, located at _____ (hereinafter “**CONTRACTOR**”)

RECITALS

This Maintenance Agreement is the result of negotiations entered into following a request for proposals issued by the State. This Maintenance Agreement is for updates and service for digital signage solution equipment (hereinafter such hardware, devices or equipment and related documentation are collectively referred to as the “**Equipment**”) provided by or through CONTRACTOR pursuant to the Master Purchasing Agreement (“**Purchasing Agreement**”) entered into between CONTRACTOR and the State. This Maintenance Agreement is also made for the benefit of all courts and judicial districts of the state of Minnesota and any such court or judicial district may acquire updates and services in accordance with the terms and conditions of this Maintenance Agreement by entering into a Court or Judicial District Addendum in the form set forth in **Exhibit A**, which is attached to and made a part of this Maintenance Agreement, and issuance of a Court or Judicial District generated purchase order covering all costs associated with such Addendum. Each court or judicial district within the state of Minnesota shall be entitled to acquire, and CONTRACTOR will furnish to each such court or judicial district which so desires, updates and services at least comparable to those sold by CONTRACTOR to any other court or judicial district within the state of Minnesota. As used herein “**the Court or Judicial District**” means the State and any other court or judicial district within the state of Minnesota that has entered into a Court or Judicial District Addendum with CONTRACTOR pursuant to this Maintenance Agreement. As used herein, “**Addendum**” means a Court or Judicial District Addendum entered into between CONTRACTOR and a court or judicial district within the state of Minnesota.

AGREEMENT

Based on the mutual agreements, promises, and covenants contained in this Agreement, it is agreed:

I. TERM AND TERMINATION.

- A. **Effective Date.** This Maintenance Agreement shall not be effective until approved as to form and execution by the State Court Administrator’s Legal Counsel Division. Note: Equipment Support starts at the date of shipment.

Therefore, no shipment shall occur until after the Purchasing Agreement, the applicable Addendum and this Maintenance Agreement is approved and signed by the Legal Counsel Division.

- B. **Termination.** This Maintenance Agreement shall continue in force and effect according to its terms. Termination of an Addendum does not terminate this Maintenance Agreement. The Court or Judicial District may terminate maintenance updates and services under an Addendum upon any anniversary of the acceptance of the Licensed Programs and equipment covered by such Addendum by giving CONTRACTOR sixty (60) days advance written notice.
- C. **Termination of Addendum for Non-Appropriation.** The Court or Judicial District may immediately cancel an Addendum if it does not obtain funding from the Minnesota Supreme Court, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered by such Addendum. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The Court or Judicial District is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to notice and effective date of termination. The Court or Judicial District will not be assessed any penalty if the Addendum is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Court or Judicial District must provide CONTRACTOR notice of the lack of funding within a reasonable time of the Court or Judicial District's receiving that notice. Notwithstanding the foregoing, CONTRACTOR shall have no obligation to proceed under any addendum until it is satisfied that adequate funds have been appropriated and will otherwise be available to fully fund the Addendum for the current fiscal year.
- D. **Termination of Addendum for Default.** If a Court or Judicial District should default on its obligations under this Agreement or any Addendum and such default continues for thirty (30) days after written notice thereof by CONTRACTOR, then CONTRACTOR may elect to terminate the applicable Addendum and will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed (to the extent that funds are available) and exercise any other remedy existing at law or in equity.
- E. **Surviving Terms.** The provisions of Sections I.C. (Termination for non-appropriation), I.D. (Termination for default), I.E. (Surviving terms), II.A. (Addendum required), and VII. (to the extent that it incorporates sections III.B. (Low Price Guaranty), III.C. (Taxes), VI (Warranties); VII (Indemnification), VIII (Confidentiality, disclosure and use), IX.A. (Assignment), IX.C. (Headings), IX.D. (Notices), IX.E. (Force Majeure),

IX.F. (Governing law), IX.G (Severability), IX.H (Relationship of the parties), IX.I. (Non-waiver), IX.J. (Endorsement), IX.K. (Publicity), IX.L. (Consent to release of certain data), IX.M. (State audits), IX.N. (Antitrust), of the Purchase Agreement) shall survive any cancellation or termination of this Maintenance Agreement, as shall any other provisions that by their nature would be expected or intended to survive such termination.

II. SCOPE OF COVERAGE

- A. **Addendum Required.** The Equipment for which updates and services will be provided by CONTRACTOR as to each court or judicial district shall be as specified in the Addendum applicable to such court or judicial district. No Addendum shall be effective, and CONTRACTOR shall not begin to provide updates and services under such Addendum, unless and until such Addendum is signed by CONTRACTOR, the Court or Judicial District, and the State Court Administrator's Legal Counsel Division, and is accompanied by a Court or Judicial District generated purchase order covering the all costs of the Addendum. It is understood and agreed that the purpose of such purchase order is limited to encumbering the funds to pay Court or Judicial District obligations under this Maintenance Agreement and that any terms and conditions set forth in any such purchase order shall not supersede the terms of this Maintenance Agreement, the applicable Addendum, or other amendments thereto.
- B. **Response Time.** [A specific service level agreement (SLA) will be negotiated.]
- C. **Equipment Support – Under Warranty.** CONTRACTOR equipment support under warranty (“**Equipment Warranty Support**”) consists of telephone, remote access and/or on-site, CONTRACTOR support. CONTRACTOR will be responsible for service calls on CONTRACTOR provided equipment while under manufacturer's warranty. The Court or Judicial District would expect that any equipment would be replaced by the CONTRACTOR while under warranty.
- D. **Equipment Support – Out of Warranty.** CONTRACTOR equipment support after warranty expiration (“**Equipment Support**”) consists of telephone, remote access, and/or on-site, CONTRACTOR support. CONTRACTOR will be responsible for service calls on CONTRACTOR provided equipment after the equipment has exited the manufacturer's warranty. The Court or Judicial District would expect that the equipment would be replaced by CONTRACTOR based on an annual price list provided by the CONTRACTOR.
- E. **Responsibility for Backups.** The Court or Judicial District is responsible for performing both regular computer and system backups.

III. **SPECIFIC EXCLUSIONS.** The following items are specifically excluded from this Maintenance Agreement, and the responsibility for performing these functions rests solely with the Court or Judicial District:

A. [state, if any].

IV. **SITE, POWER REQUIREMENTS, ENVIRONMENT**

A. [state, if any]

V. **COURT OR JUDICIAL DISTRICT NOTIFICATION PROCEDURES**

A. In the event of a malfunction of the Equipment, the Court or Judicial District shall document and make available any error messages, error codes, or specific behaviors, generated or displayed by the equipment. This documentation shall be maintained in a logbook or ticket management system for easy access by CONTRACTOR personnel.

B. Once the Court or Judicial District has determined that CONTRACTOR Equipment Support may be necessary, *Court or Judicial District will call dealer service dispatch at* (____) ____-____ and request system support. The Court or Judicial district will need to provide the Equipment type, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Court or Judicial District.

C. Annual maintenance entitles the Court or Judicial District to contact a trained technical support representative with questions regarding CONTRACTOR products. CONTRACTOR'S courteous support team may be reached via telephone, facsimile and e-mail between 8:00AM and 5:00PM CT.

D. Support Services: When contacting CONTRACTOR technical support department, Court or Judicial District shall have the following ready: company name, the Equipment product in question, the product type, and model number being used.

E. Phone and on-site support: 8:00AM - 5:00PM CT, Monday – Friday; Local support phone number: (____) ____-____.

F. Fax Support: Court or Judicial district may fax questions to

CONTRACTOR at (____) ____-____ 24 hours a day, 7 days a week. The Court or Judicial District shall include its fax number for response.

- G. E-mail: Court or Judicial District may e-mail CONTRACTOR'S support department (_____) 24 hours/ 7 days.
- H. Software Updates: All software updates are processed on a request and receive basis. Court or Judicial District may contact CONTRACTOR'S support department to receive all software updates.

VI. COSTS

- A. **Price and Payment.** Maintenance pricing listed in Exhibit B is valid through June 30, 2018, and thereafter may be modified pursuant to section VI.B. hereof. The costs for the initial annual maintenance term shall be included in the applicable Addendum and shall be invoiced upon acceptance of the Licensed Programs and equipment in accordance with the Purchase Agreement; except as otherwise provided herein for pricing listed in Exhibit B, the cost for subsequent annual maintenance terms shall be CONTRACTOR'S then current maintenance cost as the same may be modified pursuant to section VI.B. hereof. The payment of the maintenance costs will be invoiced at the beginning of each annual maintenance term during the duration of this Maintenance Agreement.
- B. **Adjustments to Maintenance Costs.** Except as otherwise provided herein for pricing listed in Exhibit B, CONTRACTOR reserves the right to increase the maintenance cost for any subsequent annual maintenance term provided that: (a) CONTRACTOR notifies the Court or Judicial District in writing of any changes in maintenance cost at least sixty (60) days prior to the beginning of the maintenance term to which such fees apply; and (b) the cumulative increase in the maintenance cost shall not exceed the cumulative increase in the CPI Index (as defined below) from January of the year in which the applicable Addendum is entered into through January of the year in which each increase takes effect. "CPI Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average All Items (1982-1984=100), published by the United States Department of Labor, Bureau of Labor Statistics, or, if such index ceases to be published, another comparable index agreed to in writing by the parties hereto.

- VII. **INCORPORATION OF TERMS.** The provisions of Sections III.B. (Low Price Guaranty), III.C. (Taxes), IV (Personnel), V (Time of the Essence), VI (Warranties); VII (Indemnification), VIII (Confidentiality, disclosure and use), IX.A. (Assignment), IX.B. (Amendment), IX.C. (Headings), IX.D. (Notices),

IX.E. (Force Majeure), IX.F. (Governing law), IX.G (Severability), IX.H (Relationship of the parties), IX.I. (Non-waiver), IX.J. (Endorsement), IX.K. (Publicity), IX.L. (Consent to release of certain data), IX.M. (State audits), IX.N. (Antitrust), IX.O. (Worker's compensation), IX.P. (Affirmative Action), XI. S. (Insurance) of the Purchase Agreement are incorporated herein by reference, and all references therein to the "Agreement" shall be deemed to be references to this Maintenance Agreement.

VIII. INTEGRATION. The parties acknowledge, by their authorized signature, that they have read this Maintenance Agreement, understand it, and that it constitutes the entire agreement and understanding and incorporates all representations, express or implied, between the parties with respect to the products and services to be furnished hereunder, and that this agreement supersedes all prior communications between the parties including all oral and written proposals, agreements and contracts not specifically included herein provided that all preexisting agreements between CONTRACTOR and a Court or Judicial District shall continue in full force and effect except as supplemented or modified by this Maintenance Agreement. In the event of any inconsistency or conflict between the terms of this Maintenance Agreement and any other agreement between CONTRACTOR and any Court or Judicial District, the terms of this Maintenance Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Maintenance Agreement intending to be bound thereby.

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title</i>
<i>Date</i>
(reserved)

(reserved)

(reserved)

2. The State:

Person signing certifies that applicable procurement policies have been followed. Where agreement and amendments exceed \$50,000, signature of State Court Administrator or Deputy is also required. Where agreement and amendments exceeds \$10,000 and is technology related, signature of Chief Information Officer/Information Technology Division Director is also required
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title Information Technology Division Director</i>
<i>Date</i>
<i>By</i>
<i>Title State Court Administrator/Deputy</i>
<i>Date</i>

3. Funds have been encumbered for STATE by:

<i>By</i>
<i>N/A—encumbrance occurs with each individual Addendum</i>
<i>Title</i>
<i>Date</i>
<i>Contract No.</i>

4. Approved as to form and execution for STATE by:

<i>By</i>
<i>Title</i>
<i>Date</i>

EXHIBIT F-1 (or F-2, F-3, etc.)

Software License Agreement

This Software License Agreement (the "Agreement") is made and entered into as of _____, 2015, (the "Effective Date") by and between State of Minnesota, acting through its Fourth Judicial District located at C-1251 Government Center, 300 6th Street, Minneapolis, MN 55487 ("Licensee" or "You" or "Yours") and _____ Software licensor _____ with its principal place of business located at _____ ("Licensor").

Licensee has entered into a purchasing agreement ("Purchasing Agreement") and maintenance agreement ("Maintenance Agreement") with Licensor's authorized agent, _____ (CONTRACTOR under Purchasing and Maintenance Agreement) _____ ("CONTRACTOR"), for acquisition and maintenance of digital signage equipment, software and services that includes Licensor's Software Products (the "Software"). The Purchasing Agreement and Maintenance Agreement are also made for the benefit of all courts and judicial districts of the state of Minnesota as is this Agreement, and any court or judicial district of the state of Minnesota that procures Software under the Purchasing Agreement or Maintenance Agreement may enforce the provisions of this Agreement and shall be deemed to be included in the terms "Licensee," "You," and "Yours." Licensee and Licensor agree that this Agreement shall replace any click-wrap, shrink-wrap or other agreements pertaining to the Software.

[insert remainder of terms as negotiated by the parties, many of which will resemble provisions in the Purchase Agreement]

IN WITNESS WHEREOF, the Parties have duly executed this Software License Agreement intending to be bound thereby.

1. LICENSOR:

LICENSOR certifies that the appropriate persons have executed the contract on behalf of LICENSOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title</i>
<i>Date</i>
(reserved)

(reserved)

(reserved)

2. Licensee:

Person signing certifies that applicable procurement policies have been followed. Where agreement and amendments exceed \$50,000, signature of State Court Administrator or Deputy is also required. Where agreement and amendments exceeds \$10,000 and is technology related, signature of Chief Information Officer/Information Technology Division Director is also required
<i>By</i>
<i>Title</i>
<i>Date</i>
<i>By</i>
<i>Title Information Technology Division Director</i>
<i>Date</i>
<i>By</i>
<i>Title State Court Administrator/Deputy</i>
<i>Date</i>

3. Funds have been encumbered for LICENSEE by:

<i>By</i>
<i>N/A—encumbrance occurs with each individual Addendum</i>
<i>Title</i>
<i>Date</i>
<i>Contract No.</i>

4. Approved as to form and execution for LICENSEE by:

<i>By</i>
<i>Title</i>
<i>Date</i>

Appendix E

Digital Signage Requirements

Project General

1. The supplier will be expected to work closely with the District, the Building Owner (Hennepin County) and their agents to complete all physical installations (physical mountings, electrical wiring, and data wiring.)
2. The supplier should consider cost savings by re-using or re-purposing existing devices where feasible and appropriate. Any displays, players, mountings and wiring should be returned to the Districts IT Asset Manager for appropriate disposition.
3. Requirements below pertain to how the supplier will execute the project for the purposes of the RFP. Specific contract requirements may be different.

Installations

All installations should consider building aesthetics, public impression, the solution quality, professional fit, finish and safety of the solution, and the Courts reputation and brand as part of the proposed solution.

1. Device mountings should meet the following:
 - a. Installed as to not obstruct traffic flow
 - b. Mountings should be permanent, secure to surrounding surfaces and the device should not have any visible movement
 - c. If more than one device is considered for a given location, then all devices should be mounted on a common system to ensure uniform spacing between devices and all display angles are consistent
 - d. Compliant with handicapped accessibility requirements

Enterprise Software

1. Define how the software solution can connect to the following types of data sources:
 - a. SQL Databases
 - b. Internal web sites/applications
 - c. Content Management Systems
 - d. MS-Outlook/Exchange
 - e. Case Management Systems
 - f. Emergency Notification Systems
2. Define how the solution can use the data to address the following:
 - a. Display daily docket information in District court lobbies
 - b. Display daily docket information outside District Courtrooms
 - c. Provide for interactivity for users to search for their hearings and provide instructions, directions, maps, or other means of location identification and routings
 - d. Provide emergency notices to displays
3. Describe how the software solution can provide a means of interactive check in and check out based on the following:
 - a. For courtrooms, the solution should provide tiered interactivity. The courtroom device should display the day's hearings. Users should select their hearing and with that input, the display should provide validation of check-in, and further instructions for access to the courtroom
 - b. For Jury, the solution should provide tiered interactivity. The jury device should display the list of jurors. Once a name is selected, the display should return additional information and instructions
 - c. For jury, the solution should be able to retrieve the juror's summons and if it is identified as incomplete, permit the completion of that record on line. If complete, provide an appropriate response to the juror
 - d. For Jury, an on-demand roll call status
 - e. Controls to mitigate roll call tampering or malicious check-ins (someone checking everyone in).
 - f. No changes to the Judicial Branch Jury system is presently considered
4. Describe in detail the software security permissions. Of specific interest are the following:
 - a. The ability to group display devices by region, by building, by floor, or other user defined means
 - b. The ability to create ad hoc groupings to display content for special purposes
 - c. The ability to create defined roles and responsibilities (local or global content creators, content managers, system administrators, etc.)

- d. Software configuration by roles for the purposes of editing content, pushing content, managing templates, etc

Content Management

1. Describe how the software solution will address the following:
 - a. A common and consistent theme and branding for all displays
 - b. A configurable key or lexicon (i.e. HCGC – Hennepin County Government Center, PSF – Public Safety Facility, C1159 – C Tower, Floor 11, Courtroom 1159)
 - c. For Jury displays, playing saved media files on prescribed schedules
 - d. For Jury displays, cases presently under consideration for jury selection
 - e. The need for multiple languages (English, Spanish, Somali, Hmong, others as defined)
 - f. The need to localize specific content at each building location

Phase I – Building Lobbies

The 4th Judicial District recognizes the following daily docket demand coming from 4th Judicial District .sql (local) database:

- Hennepin County Government Center – 630 cases per day
 - Minneapolis City Hall – 87 cases per day
 - Family Justice Center – 202 cases per day
 - Public Safety Facility – 183 cases per day
 - Brookdale Regional Service Center – 88 cases per day
 - Ridgedale Region Service Center – 92 cases per day
 - Southdale Regional Service Center – 105 cases per day
 - Juvenile Justice Center – not published due to privacy considerations
1. Describe how the proposed solution will address the following considerations:
 - a. Daily docket is divided into morning and afternoon outputs. This assumes that approximately half of the total number will be displayed at any given time
 - b. Data updates are received and pushed every 15 minutes from the local database daily, during the hours of 8am to 5pm
 - c. Lobby displays should be readable from a distance of 8 feet or more
 2. Describe how the supplier will implement a searchable display pilot, with the following considerations:
 - a. One device will be installed at the Hennepin County Government Center
 - b. The interactive device will connect to existing data sources
 - c. The solution should include considerations in Enterprise Software 2(c)
 - d. A means of tracking usage must be established to help determine the number of devices to be installed in other facilities where deemed beneficial

Training and Education

1. Describe the process and materials you expect to deliver based on the following:
 - a. On-site training is preferred
 - b. A train the trainer model is necessary
 - c. Users that create local content for their courtroom, floor, or building
 - d. Users that create and manage formats, templates, and related organizational content
 - e. System Administrators responsible for system configuration and management, security configuration and management, software support, and environment management

Documentation

1. Describe the documentation that will be provided given the following:
 - a. Training program proposed
 - b. The number of facilities the District operates in
 - c. Unique configurations proposed in this RFP

Technical Environment

1. Describe the server based application given the following considerations:
 - a. A client/server designed centralized content management application
 - b. Supports a Windows 2012R2 running in a client on Windows Hyper-V3.0 failover cluster
 - c. If server application written in .NET, it should be v 4.5 compatible
 - d. Solution database support a remote MS-SQL compliant 2008R2 or 2012 (preferred)
2. Describe the client side application, given the following considerations:
 - a. Windows 7.0 and 8.1 are presently deployed in the District
 - b. Internet Explorer 11 Enterprise is presently the District Standard
3. Describe the player device solution given the following considerations:
 - a. Fully qualified domain names (FDQN) with DNS lookup is expected
 - b. A means of remote monitoring and alerting (Microsoft System Center is preferred)
 - c. All configured devices should be managed (server, players, displays)
 - d. Proposed Windows devices should run Windows 7 x64 or newer and support IE11 if integrating to a web browser
 - e. A fully integrated deployment and remote management component for non-Windows devices
4. Describe how the solution will support the following management considerations
 - a. Awareness of device status for all devices (servers, players, displays)
 - b. The ability to self-monitor and self-heal all devices configured in the solution and communications sent when self-healing cannot be performed
 - c. Manage power on and power off cycles based on a definable schedule or calendar.

Phase II

General Signage

It is anticipated that at the completion of Phase I, the District and the supplier will meet to review the Searchable Device Pilot and to more fully define the specific needs and requirements for Phase II.

1. Describe how the proposed solution will address the following general signage needs:
 - a. Directions to courtrooms in multi-floored buildings
 - b. Special instructions on specific floors/devices for special events
 - c. Emergency Notification
2. Describe the proposed solution for interactive devices outside courtrooms with the following considerations:
 - a. Courtroom specific daily docket information should be displayed outside each courtroom.
 - b. The ability for hearing participants to check-in outside the courtroom (see also Enterprise Software 2 (c))
 - c. Second tier instructions and information provided upon successful check-in
 - d. Notice of check-in sent to court personnel
3. Describe the proposed solution for jury room check-in and check-out considering the following:
 - a. An average of 160 jurors check-in each Monday morning between 7:45 am and 8:15 am.
 - b. A standing roll call output is desired indicating who is checked-in and checked-out
 - c. The Juror summons is not always complete at time of check-in and this must be completed during the check-in process
4. Describe the proposed solution for completing the searchable device pilot and implementation
5. Propose a solution to replace the existing administrative white board at the Juvenile Justice Center with the following considerations:
 - a. The existing magnetic white board is manually updated daily to reflect judicial assignments and related staff assignments
 - b. The source of the information is on an internal SharePoint site that only staff has access to

APPENDIX F

Cost Worksheet

Phase	Cost Category	Quantity	Unit Cost	Extended Cost
Phase I	Enterprise Software			
Phase I	Annual Maintenance*			
Phase I	Player Software/Licensing			
Phase I	Annual Maintenance*			
Phase I	Display Device – Large			
Phase I	Display Device - Medium			
Phase I	Display Device – Small			
Phase I	Player Device			
Phase I	Hardware/Mounting			
Phase I	Training / Education			
Phase I	Content Management			
Phase I	Configuration/Setup			
Phase I	Project Management			
Phase I	Translation Services			
Phase I Total				

Phase	Cost Category	Quantity	Unit Cost	Extended Cost
Phase II	Player Software/Licensing			
Phase II	Annual Maintenance*			
Phase II	Display Device – Large			
Phase II	Display Device - Medium			
Phase II	Display Device – Small			
Phase II	Player Device			
Phase II	Hardware/Mounting			
Phase II	Content Management			
Phase II	Configuration/Setup			
Phase II	Project Management			
Phase II	Translation Services			
Phase II Total				

Note * Please indicate the Percentage of total value assessed for annual maintenance.