



# MINNESOTA JUDICIAL BRANCH

FOURTH JUDICIAL DISTRICT

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## I. REQUEST FOR PROPOSAL

### A. *Defined*

The State of Minnesota, 4th Judicial District (“The Court”) is using a competitive selection process to choose a vendor to design and build an interface to transfer hearing notifications in XML format from the State Court MQ Serices message broker to the State Court MN Exchange email/calendaring system. This is not a bid but a request for a proposal that could become the basis for negotiations leading to a contract with a designated vendor to provide the services and solution as described in this document.

### B. *Right to Cancel*

THE COURT 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 COURT RESERVES THE RIGHT TO CANCEL OR WITHDRAW THE RFP AT ANY TIME IF IT IS CONSIDERED TO BE IN ITS BEST INTEREST. IN THE EVENT THE RFP IS CANCELLED OR WITHDRAWN FOR ANY REASON, THE COURT SHALL NOT HAVE ANY LIABILITY TO ANY PROPOSING PARTY FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE RFP OR OTHERWISE. THE COURT 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. BACKGROUND

### A. *Minnesota State Trial Court System*

The Minnesota State Trial Court System is comprised of 10 Judicial Districts. Eight of the districts are multi-county districts. Two districts—the Fourth and Second (Hennepin and Ramsey counties, respectively)—are single county districts. State Court Administration provides IT services that are used by all districts such as the wide area network, email, internet access, case tracking and integration messaging. Because of its size, Hennepin has its own email server. Districts manage their segment of the wide area network and services such as data base servers or internet servers needed to support district level applications.

### B. *Funding*

This project will be funded out of the Fourth Judicial District operational budget. Since the current budget cycle ends on June 30, 2007 and, since funds cannot be carried over from one budget cycle to the next, this project must be completed in a timeframe so that all invoices can be paid out of the current budget.

### C. *MNCIS*

The Minnesota State Court uses a system, Odyssey, built by Tyler Technology, as its case tracking system. In Minnesota, Odyssey is known as MNCIS. All Court staff including Judges use MS Outlook for personal calendaring. All court judicial assignments and court case hearings are scheduled in MNCIS. So Judges must use two calendars (one for case hearings and one for non-case related appointments) or

they must reenter hearings into Outlook or enter non-case related appointments into MNCIS. All of these options require duplicate data entry, are prone to error and may expose personal judicial information to all MNCIS users.

State Court ITD has developed a number of integration services that enable applications to communicate with MNCIS via an IBM MQ Series message broker. Information on all current integration services is available at [Http://www.courts.state.mn.us/is/](http://www.courts.state.mn.us/is/). Adaptors can then be written to communicate with MNCIS using these integration services. This adapter is expected to use the hearing notification service.

The Fourth Judicial District needs an adaptor that will post hearings notifications made available via integration services to Outlook. The vision is that the hearings would be posted to Outlook automatically when the hearing is created in MNCIS. It is also envisioned that all updates to existing hearings (reschedules, cancellations) would be entered in MNCIS and the adaptor would update Outlook.

#### ***D. Minnesota State Court/Fourth Judicial District Technical Architecture***

Appendix IV is a high-level network architecture diagram of the Minnesota State Court/Fourth Judicial District network. Appendix 5 lists the levels of software that make up the State Court/Fourth Judicial District enterprise technology architecture. This application must be built using the tools already in use by State Court Administration ITD and Fourth Judicial District IT.

### **III. PROJECT VISION**

The Fourth Judicial District judges have requested a tool that will allow them to maintain a single calendar that would include both case hearing and non-case related appointments. Since MS Outlook is used by the State Court for personal calendaring, the Judge's single calendar would be in Outlook. The Fourth Judicial District Judges are the only ones who have voiced a strong desire for this single calendar; however, any application built to enable the single calendar must be built in such a way that it can be used by all districts. The project will be sponsored and funded by the Fourth Judicial District and will be built to Fourth Judicial District specifications. If the Fourth Judicial District is the only district using the system, Fourth Judicial District IT will assume support responsibility. If other districts decide to use the system, support may be provided by the Fourth Judicial District or by State Court Administration.

### **IV. HOW IT MIGHT WORK**

When a judge is assigned to a hearing in MNCIS, MNCIS will send a notification to the message broker. The interface application will include a 'listener' program that will monitor the queue for these notifications. When a notification is received, the listener will check a SQL table to find out if the assigned judge desires the Outlook appointment. If so, the judge's email address will be retrieved from the table and used to create the Outlook appointment entry. Appendix VI is a conceptual diagram of this vision.

The appointment entry will be written to the appropriate Exchange server. Fourth Judicial District Court uses one Exchange server located in the Hennepin County Government Center and all other Minnesota District Courts use an Exchange server located at the Minnesota Judicial Center. The appointment should appear as an invitation in the Judges mail box but the Judge should not have the option to 'decline' it. 'Declining' would be done by making the appropriate cancellation, reschedule or reassignment in MNCIS. The hearing notification XML includes more data than needed to create the Outlook invitation: however, it may be desirable to include some of that data in the body of the invitation. .

If the hearing is cancelled, rescheduled or reassigned, the appropriate calendar entries will be made in MNCIS and MNCIS will send the appropriate notification. The interface will have to post appropriate appointment messages to the Judge's mailbox depending on the change.

## **A. *Known Requirements***

- a) Must Haves:
  - (1) The ability to select hearings from certain calendars and/or sessions.
  - (2) The ability to 'double book' on the Outlook calendar.
  - (3) The ability to exclude hearing notifications on most mass or mandatory calendars.
  - (4) Be able to display different appointment subjects based on the case category.
  - (5) MNCIS hearing notification information needs to appear on the judge's Outlook calendar that is attached to the hearing.
  - (6) Hearing information should co-exist with other data on a judge's Outlook calendar without wiping out any other entries.
  
- b) Should haves:
  - (1) Cancel/reschedule/reset notifications should update both the existing appointment in Outlook to show that it has been cancelled, reschedule or reset and reason for that action and should create a new Outlook appointment.
  - (2) Hearing information should co-exist with other data on a judge's Outlook calendar without wiping out any other entries.

## **V. OBJECTIVE**

The Court seeks proposals from vendors to build an interface between the case tracking system, MNCIS, and MS Outlook. The proposals will be used to determine the financial and technical feasibility of the building the interface. If any of the proposals is accepted, it will be

used as the basis for negotiations that may lead to a contract for all analysis and development services needed to build this interface.

## **VI. APPROACH**

In order to reduce the risk and the cost of the project, the project will be done in two phases. Both phases will be funded on a not-to-exceed dollar amount basis. One contract will be executed with one vendor covering both project phases, and the Court will have the option to proceed with phase 2. The not-to-exceed amount for the first phase will be established in the initial contract. The initial contract will also include a 'target' not-to-exceed for the entire project. This target 'not-to-exceed' will be used for budgeting purposes and will be considered in selecting the vendor. Since the exact scope of the work will not be known until phase 1 is complete, the exact not-to-exceed for phase 2 is a key deliverable for phase 1. The Court will have an option to proceed with phase II. For example, but not limiting other possible examples, if the cost of phase 2 exceeds the 'target' not-to-exceed by an amount that is unacceptable to the Fourth Judicial District Court, phase 2 may not be done.

## **VII. SCOPE**

This project will be conducted in two phases. The first phase will be the project initiation phase. The second phase will be the build and deployment phase. The vendor will be expected to provide business analysis, system design and programming services. Fourth Judicial District will provide project management, business expertise, network support, database administration and unit and system tester.

## **A. Project Deliverables**

1. Phase 1
  - a) Detailed documentation of the business problems and the business requirements
  - b) A conceptual diagram that will list all the components and describe the function of each component
  - c) Detailed documentation showing how this fits into the current technical environment
  - d) A project plan
  - e) A detailed statement of work and not-to-exceed estimate for the second or build phase
2. Phase 2
  - a) Develop a detailed system design.
  - b) Develop component specifications
  - c) Build the application
  - d) Test the application
  - e) Train the end user trainers
  - f) Train the IT support staff
  - g) Assist in the system implementation.

## **XV SUBMISSION REQUIREMENTS**

### **A. *Certificate of Insurance***

Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of § 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 Minn. Stat. §§ 176.011, subd. 10; 176.031; and 176.041.

**B. 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 I.

**C. Non-collusion Affirmation**

Vendor must complete the Affidavit of Non-collusion (Appendix II) and include it with its RFP response.

**D. Contract Terms**

The vendor's RFP response must include the vendor's standard contract/master services agreement including licensing, nondisclosure, and billing/invoicing procedures. The Court contract terms are listed in Appendix III. No work can be started until a contract, in a form acceptable to the Court, has been signed by all necessary parties in accordance with state court procurement and contract policies.

**E. Trade Secrets**

Once opened **your response to this RFP** becomes accessible to the public 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. **The vendor's RFP response** must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow, and information concerning Vendor's product roadmap/long range plans. Financial stability information can be submitted as trade secret according to the following:

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

If a vendor's proposal leads to a contract, the following information will 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.



## ***F. Company Background***

1. An overview of your company's history, including major products and market activity.
2. Description of at least 3 projects that exhibit vendor's ability to complete this project successfully. If possible, include projects
  - a) That required interaction with an IBM MQ Series broker.
  - b) That required interaction with MS Exchange.
  - c) That required the use of XML.
3. References for those 3 projects.

## ***G. Staffing***

1. Resume of the contractor who would be assigned to phase 1.
2. Resumes of the contractors likely to be assigned to phase 2. Highlight experience with MQ Series, MS Exchange and XML.
3. List of Hennepin District participants required.

## ***H. Project Budget/Duration***

1. Vendor must state a not-to-exceed amount for phase 1 as described in para. V above.
2. Vendor must provide a 'target' not-to-exceed for the entire project.
3. Vendor must indicate how soon after contract signing phase 1 can begin.
4. Vendor must indicate the expected duration of phase 1.
5. Vendor must indicate the expected duration of phase 2.

# **XV PROPOSAL EVALUATION**

The Fourth Judicial District Court 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 interviews or presentations may be part of the evaluation process.

The evaluation of all proposals shall be based upon deriving the "Best Value" for the Judicial Branch. Best Value means achieving an appropriate balance between price and other factors 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:

- Vendor experience developing system interfaces (high weight)
- Vendor resources with MQ Series, XML and Exchange experience (high weight)
- Vendor resources with MS development experience (high weight)
- Phase 1 not-to-exceed amount (high weight)
- Phase 2 'target' not to exceed (low weight)
- Ability to complete project during current budget cycle (high weight)
- Fourth Judicial District staff required (medium weight)
- Thoroughness, quality, clarity and appropriateness of vendor's response (high weight)

## **XV PROPOSAL SUBMISSIONS**

### **A. SEALED PROPOSALS AND NUMBER OF COPIES**

Your proposal must be submitted in writing in a sealed envelope to:

Jim Wehri  
4th Judicial District  
A-1720 Government Center  
300 South 6th Street  
Minneapolis, MN 55487  
james.wehri@courts.state.mn.us

The submission must include 4 paper copies and 1 electronic (PDF) copy.

### **B. 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.

### **C. 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.

### **D. DEADLINES**

Proposals must be received no later than 4:00 p.m. local (i.e., Minneapolis) time on April 13, 2007. Proposals will be opened the following business day and once opened become accessible to the public except for financial stability information submitted in accordance with section VIII.E. of this RFP. Do not place any informa-

tion 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 Court.

Vendor questions on the RFP must be received in writing no later than 4:00 p.m. local (i.e., Minneapolis) time on April 6, 2007. The Court will respond to all questions as promptly as practical.

**E. LATE PROPOSALS**

Late proposals will not be accepted.

**F. QUESTIONS**

Questions about the RFP or the selection process must be in writing and directed to Jim Wehri, C-1251 Government Center, 300 South 6th Street, Minneapolis, MN 55487 or by e-mail at [james.wehri@courts.state.mn.us](mailto:james.wehri@courts.state.mn.us) by the deadline discussed above. Other court personnel are not allowed to discuss the Request for Proposal with any one including responders before the proposal submission deadline. All vendor questions and responses thereto will be posted on:

<http://www.mncourts.gov/district/4/>.

Responses will also be emailed to all known interested vendors.

**G. SELECTION TIMELINE**

The tentative selection timeline is to contact finalists on April 20, 2007, schedule and conduct interviews with finalists the week of April 23, 2007 if necessary, select a vendor to begin contract negotiations by April 27, 2007 and have a contract completed by May 11, 2007.

## XV APPENDIX I

### Affirmative Action Statement and Certification of Compliance

#### 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.

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 execution of a designation 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 execution of a designation, as applicable.

## **XV APPENDIX II**

### **STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION**

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.

Proposer's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

## **XV APPENDIX III**

### **STATE CONTRACT TERMS**

#### **I. TIME REQUIREMENTS.**

The successful vendor ("CONTRACTOR") shall comply with all of the time requirements described in the contract.

#### **II. CONDITIONS OF PAYMENT.**

All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the Court, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the Court to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

#### **III. CANCELLATION.**

A. The Court may cancel this contract at any time, with or without cause, upon thirty (30) days' written notice to CONTRACTOR. If the contract is canceled under this clause, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The Court may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The Court 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 to the extent that funds are available. The Court will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Court must provide CONTRACTOR notice of the lack of funding within a reasonable time of the Court's receiving that notice.

#### **IV. ASSIGNMENT AND BINDING EFFECT.** CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the Court. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, 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.

#### **V. AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.



- VI. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the Court, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the Court, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the Court's failure to fulfill its obligations pursuant to this contract.
- A. **Intellectual Property Indemnity.** Without limiting the foregoing, CONTRACTOR shall indemnify the Court and hold it harmless against any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party. CONTRACTOR shall pay any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.
- B. **Nondisclosure Indemnity.** Without limiting the foregoing, CONTRACTOR agrees to indemnify, defend and save harmless the Court and its agents, officers and employees from and against 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 hereof. The Court 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.
- VII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- 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 to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; 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 the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the Court. The Court will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released.
- B. **Court Programs, Databases, Marks.** Without limiting paragraph A, above, CONTRACTOR agrees to the following:
1. **Court Programs.** The computer application programs made available by the Court to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "Court Programs." The

Court is the copyright owner of the Court Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Programs, and all analysis and design specifications, programming specifications, source code, algorithms, and information contained in technical reference manuals pertaining to the Court Programs, are trade secret information of the Court. The computer operating systems software programs and other third party software licensed by the Court, and related documentation, made available by the Court 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. 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 Databases. The computer databases made available by the Court to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "Court Databases." The Court is the copyright owner of the Court Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Databases and to their structure, sequence and organization are trade secret information of the Court. All information contained within the Court Databases is sensitive, confidential information and will be treated by CONTRACTOR in the same manner as trade secret information of the Court.
3. Marks. The Court claims that the marks "Total Court Information System," "TCIS," "MNCIS," "CriMNet," "SJIS," and "MARS" are trademarks and service marks of the Court or of other agencies of the state of Minnesota. 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 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 Programs or Court Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the Court, or use any trademark, service mark, or tradename of the Court or of other agencies of the state of Minnesota, in any way or for any purpose not specifically and expressly authorized by this contract. As used herein, "trade secret information of the Court" means any information or compilation of information possessed by the Court, 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" does not, however, include information which was known to CONTRACTOR prior to CONTRACTOR'S receipt thereof, either directly or indirectly, from the

Court, information which is independently developed by CONTRACTOR without reference to or use of information received from the Court, 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 pursuant to the order of a court or governmental authority of competent jurisdiction if CONTRACTOR notifies the Court 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 Programs, Court Databases, or trade secret information of the Court of the restrictions upon duplication, disclosure and use contained in this contract. 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 Programs, the Court Databases, or trade secret information of the Court, 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, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.
- C. Inspection and Return of Court Property. All documents, encoded media, and other tangible items made available to CONTRACTOR by the Court, or prepared, generated or created by CONTRACTOR in the performance of its obligations hereunder, are and will be exclusively the property of the Court and will be available for inspection by the Court upon request. Upon completion of CONTRACTOR'S performance of services hereunder, CONTRACTOR will, upon the Court's request, promptly deliver to the Court 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. CONTRACTOR and the Court acknowledge that all computer operating systems software programs and other third party software licensed by the Court, and related documentation, made available by the Court 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 VIII and IX of this contract are not specifically enforced and that the Court 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 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 showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the Court for reasonable attorney's fees incurred by the Court in obtaining any relief pursuant to this section.
- IX. RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS. In consideration of the facts that CONTRACTOR'S performance under this contract will involve access to

and development of information which shall be trade secret information of the Court and may involve the development by CONTRACTOR or CONTRACTOR'S participation in the development of copyrightable and/or patentable subject matter which the parties intend be owned by the Court:

- A. All right, title, and interest in and to any trade secret information of the Court (as defined in sections VIII (A), (B), (D) above) developed by CONTRACTOR either individually or jointly with others, and which arises out of the performance of this contract, will be the property of the Court and are by this contract irrevocably transferred, assigned, and conveyed to the Court free and clear of any liens, claims, or other encumbrances.
  - A. All copyrightable material which CONTRACTOR shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this contract, shall conclusively be deemed "works made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. § 101, to the fullest extent possible, and the Court shall be the copyright owner thereof and of all elements and components thereof in which copyright protection can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," CONTRACTOR hereby transfers, assigns and conveys the exclusive copyright ownership thereof to the Court, free and clear of any liens, claims or other encumbrances.
  - B. All right, title, and interest in and to any invention which CONTRACTOR first conceives or first reduces to practice either individually or jointly, and which arises out of the performance of this contract, will be the property of the Court and are by this contract irrevocably transferred, assigned, and conveyed to the Court along with ownership of any and all patents on the inventions anywhere in the world, free and clear of any liens, claims or other encumbrances. CONTRACTOR agrees to disclose promptly any such invention to the Court. This paragraph shall not apply to any invention for which no equipment, supplies, facility or trade secret information of the Court (as defined in Sections XI (A), (B), (D) above) was used and which was developed entirely on CONTRACTOR own time, and a) which does not relate i) directly to the business of the Court or ii) to the Court's actual or demonstrably anticipated research or development, or b) which does not result from any work performed or materials provided by CONTRACTOR for the Court.
  - C. CONTRACTOR will execute all documents and perform all other acts that the Court may reasonably request in order to assist the Court in perfecting its rights in and to the trade secret information of the Court and the copyrightable and patentable subject matter identified herein, in any and all countries.
- X. AFFIRMATIVE ACTION.
- A. Covered Contracts and Contractors. If this contract exceeds \$100,000 and CONTRACTOR employed more than 40 full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363.073 because it employed more than 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.

- B. Minn. Stat. § 363.073. Minn. Stat. § 363.073 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.
- C. Minn. R. Parts 5000.3400-5000.3600 provide:
1. General. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363.073. 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 Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  2. Disabled Workers. The contractor must comply with the following affirmative action requirements for disabled workers:
    - a. 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.
    - b. 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.
    - c. In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363.073, and the rules and

relevant orders of the Minnesota Department of Human rights issued pursuant to the Minnesota Human Rights Act.

- d. 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.
  - e. 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 Minn. Stat. § 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- D. 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.
- E. Certification. CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.
- XI. WORKERS' COMPENSATION. In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.
- XII. 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 contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XIII. Warranties.
- A. Original Works. In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.

- B. Professional Services. CONTRACTOR represents and warrants to the Court that it has the proper training, skill and background so as to be able to perform all professional services required by this contract in a competent and professional manner, and all such work will be performed in a competent and professional manner.
  - C. Mutual Representations and Warranties. CONTRACTOR and the Court each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.
- XIV. Relationship of the Parties. CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the Court. CONTRACTOR understands and agrees that the Court is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Neither CONTRACTOR nor the Court 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.
- XV. 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, 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.
- XVI. Publicity. Any publicity regarding the subject matter of this contract must identify the Court as the sponsoring agency and must not be released without the prior written approval from the Court's Authorized Representative. For purposes of this provision, publicity includes 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 contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- XVII. Endorsement. CONTRACTOR must not claim that the Court endorses its products or services.
- XVIII. Non-Exclusivity. This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the Court under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way

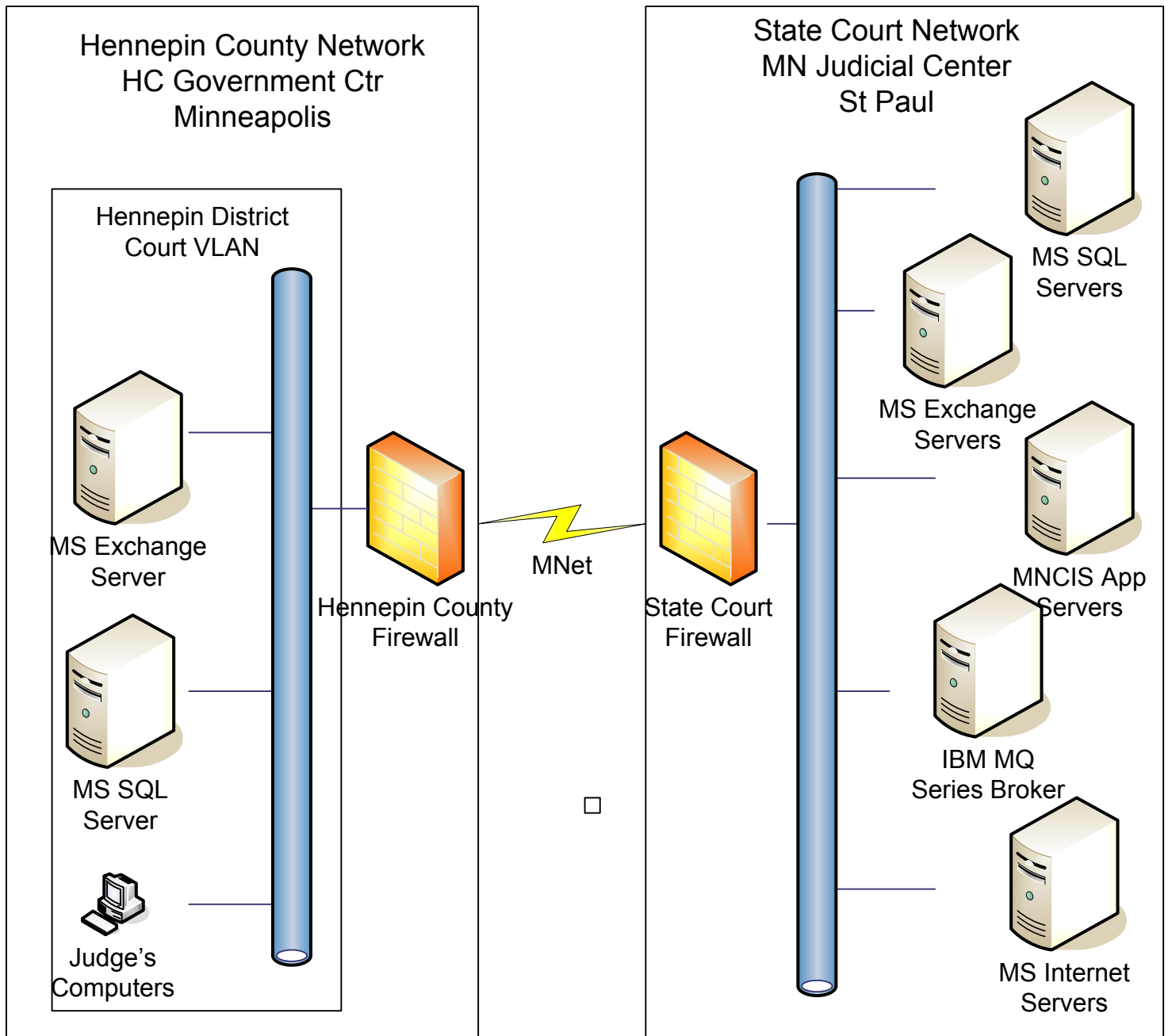
the right of CONTRACTOR to provide computer consulting and programming services or other services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.

- XIX. 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 pre-paid, addressed to the party to whom it is intended at: (1) if to CONTRACTOR, the CONTRACTOR'S address set forth in the opening paragraph herein; (2) if to the STATE, the STATE'S address set forth in the opening paragraph herein, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.
- XX. 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.
- XXI. Governing Law. This contract 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 contract, 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 personal jurisdiction of said courts for that purpose.
- XXII. Validity. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract 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 contract, and all other provisions shall remain in full force and effect.



## XV Appendix IV – Partial Network Diagram

### Partial Network Diagram



## **XV Appendix V – Court Technology Architecture**

The State Court and Fourth Judicial District Court adhere to the same technology architecture.  
We use the following:

- MS Windows Server 2003 R2 Enterprise
- MS SQL Server 2000 SP4 (To be migrated to MS SQL Server 2005 by year end.)
- MS Exchange Server 2003 SP2 Enterprise
- IBM MQ Series ver 6.0.1

Preferred development environment is

- Visual Basic .Net 2005

## XVI. Appendix VI -- Conceptual Diagram

### Notification Messages

