



**STATE OF MARYLAND  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION  
2003 C COMMERCE PARK DRIVE  
ANNAPOLIS, MD 21401**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Electronic Filing Service Provider Program**

**Project K18-0049-29**

**ISSUED: January 22, 2018**

Sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Minority Business Enterprises are encouraged to respond to this Request for Proposals

**Procurement, Contract & Grant Administration**  
<http://www.mdcourts.gov>

**THE JUDICIARY**  
**NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of Judiciary solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Agreement, please email this completed form to [whitney.williams@mdcourts.gov](mailto:whitney.williams@mdcourts.gov)

**Title: Electronic Filing Service Provider Program**  
**Project No: K18-0049-29**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the proposals is insufficient.
- Start-up time is insufficient.
- Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior The Judiciary Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.

Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

\_\_\_\_\_

Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**THE JUDICIARY**

**Request for Proposals**

**Electronic Filing Service Provider Program**

**AGGREEMENT #K18-0049-29**

**RFP Issue Date:** January 22, 2018

**RFP Issuing Office:** Procurement, Contract, and Grant Administration

**Procurement Officer:** Whitney Williams  
Maryland Judiciary, Administrative Office of the Court  
Department of Procurement, Contract & Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401  
410-260-1581  
[whitney.williams@mdcourts.gov](mailto:whitney.williams@mdcourts.gov)

**Proposals must be sent to:** Whitney Williams  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract & Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401

**Pre-Certification Conference:** February 7, 2018, 10:00 AM  
Administrative Office of the Courts  
Judicial College Education and Conference Center  
2011 Commerce Park Drive  
Annapolis, MD 21401

**Closing Date and Time:** Continuous

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Administrative Office of the Courts (AOC) issues this Request for Proposals (RFP) to enlist an unlimited number of qualified participants in the Electronic Filing Service Provider Program (EFSPP) in support of the Maryland Electronic Court (MDEC) project.

### 1.2 Abbreviations and Definitions

For the purpose of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Contract – Is synonymous with the word “Agreement”. The Contract/Agreement attached to this RFP as Attachment A
- b. Contractor– The selected Offerors
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise currently so certified by the Maryland State Department of Transportation.
- e. Offerors – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract
- g. RFP – Request for Proposals for **K18-0049-29** dated **January 22, 2018**, including any and all amendments.
- h. Contract Manager– The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days closed by order of the Chief Judge).

### 1.3 Agreement Type

The Agreement that results from this RFP shall not be based on monetary value or compensation. The AOC reserves the right to make unlimited awards.

### 1.4 Agreement Duration

The Agreement resulting from this RFP shall begin on date of final execution, and extend for a period of five (5) years. The AOC, at its sole option, shall have the unilateral right to extend the Contract for up to five (5), consecutive one (1) year renewal options at its discretion.

### 1.5 Procurement Officer

The sole point of contact in the Judiciary for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

**Whitney Williams**  
**187 Harry S. Truman Parkway**  
**Annapolis, MD 21401**  
**410.260.1581**  
[whitney.williams@mdcourts.gov](mailto:whitney.williams@mdcourts.gov)

The Maryland Judiciary may change the Procurement Officer at any time by written notice to the Contractor.

## **1.6 Contract Manager**

**Kimberly Moran**

The Maryland Judiciary may change the Contract Manager at any time by written notice to the Contractor.

## **1.7 Pre-Certification Conference - Orientation**

A Pre-Certification Conference/Orientation will be held on **February 7, 2018 beginning at 10:00 AM, at 2011 Commerce Park Drive, Annapolis, MD 21401**. Attendance at the Conference is not mandatory but highly recommended, since AOC will present a general overview of the project and certification process in preparation of proposals.

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer such notice no later than **February 6, 2018 at 2:00 PM**. The Conference Response Form is included as Attachment **G** to this RFP.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, that record and all questions and answers known at that time will be posted to the Judiciary's Procurement web site and eMarylandMarketplace.

## **1.8 Questions**

- 1.8.1 The Procurement Officer shall accept written questions from prospective Participants. Please submit all questions to the Procurement Officer by e-mail.
- 1.8.2 The Procurement Officer shall, based on the availability of time to research, communicate a timely answer, beginning with a question-and answer-period during the pre-proposal conference. Answers to all substantive questions that are not clearly specific only to the requestor, will be posted on the Judiciary's Procurement web site and eMarylandMarketplace.

## **1.9 Proposal Due (Closing) Date**

**There is no proposal due date.**

**The effective date for accepting proposals to participate in the EFSP / Firm Filer program (Step 1) will be March 1, 2018 with the planned Go-Live date (Step 3), subject to change at the sole discretion of the Judiciary September 4, 2018 for Single Case Filing, February 18, 2019 for Bulk Filing (see Section 2.4). The initial duration of the program will be five (5) years with 5 one-year options to renew at the sole discretion of the Maryland Judiciary.**

**Proposals will be accepted and agreements executed throughout the life of this RFP.**

## **1.10 Revisions to the RFP**

When it becomes necessary to revise/expand the scope this RFP at any time, amendments will be posted on the Judiciary's Procurements web page and eMarylandMarketplace. The AOC expects to post amendments at least twice a year.



### **1.11 Cancellations**

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

### **1.12 Oral Presentations/Discussions**

Offerors may be asked to participate in oral presentations to expand on their proposal. We expect to schedule those no later than two weeks after proposal receipt. The Procurement Officer will notify affected Offerors of the time and location.

Significant representations made by an Offerors during the oral presentation shall be submitted in writing. All such representations will become part of the Offerors proposal and are binding if the Contract is awarded.

### **1.13 Incurred Expenses**

The Judiciary will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

### **1.14 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offerors proposals to meet the requirements of this RFP.

### **1.15 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of the Judiciary's Procurement Policy.

### **1.16 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.17 Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 4, Subtitle 1, Part III of the General Provision Article of the Annotated Code of Maryland or Rules 16-901 through 16-912, the Court Access Rules.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

### **1.18 Offeror Responsibilities**

The selected Offerors shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offerors proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offerors that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offerors, such as but not limited to, references and financial reports, shall pertain exclusively to the Offerors, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offerors proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

### **1.19 Mandatory Contractual Terms**

By submitting a proposal in response to this RFP, the Offeror or Offerors selected for the award, will be required to sign the VEFSP, attached as Attachment A.

### **1.20 Proposal Affidavit**

A proposal submitted by an Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

### **1.21 Contract Affidavit**

All Offerors are advised that if an Agreement is awarded as a result of this solicitation, the successful Offerors will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

### **1.22 Minority Business Enterprises**

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified MBEs participate.

There is no MBE Goal established for this solicitation.

### **1.23 Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Agreement if selected for Agreement award.

### **1.24 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offerors complete the registration prior to the due date for receipt of proposals. An Offerors failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offerors from final consideration and recommendation for Agreement award.



**1.25 Non-Disclosure Agreement**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment F of this RFP. This Agreement must be provided within five business days of notification of proposed Agreement award.

## SECTION 2 – STATEMENT OF WORK

### 2.1 Introduction

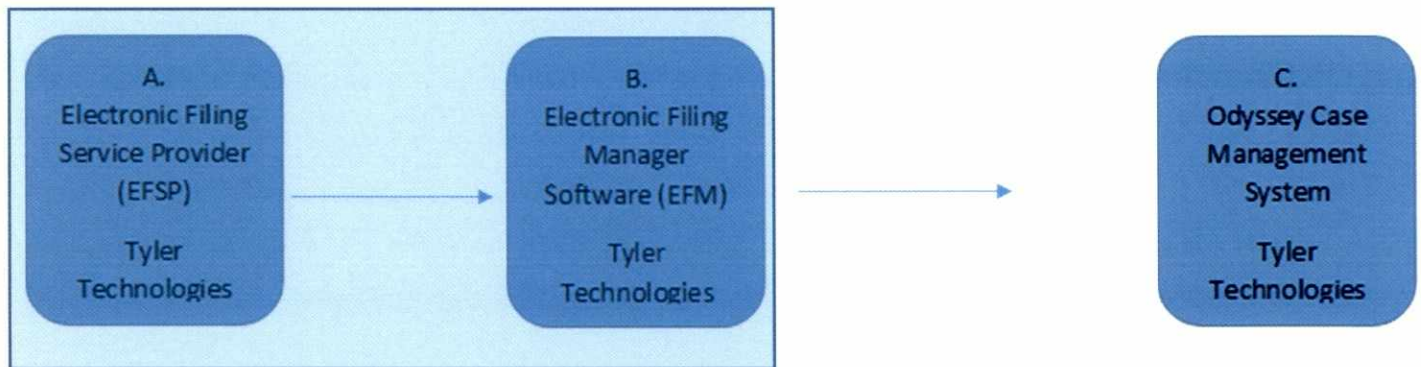
The Maryland Electronic Courts (MDEC) initiative includes the ability to file case documents electronically (eFiling). From the initial implementation of MDEC in October, 2014, to the present time, the only available vehicle for eFiling has been the web portal (Odyssey File and Serve) provided by Tyler Technologies as the Electronic Filing Service Provider (EFSP). The model of the current eFiling capability consists of three components as shown in Figure 1:

- A. EFSP – front-end user interface / entry point to submit filings;
- B. EFM – Tyler software component that receives filings and manages the presentation of filings to the court for review and acceptance;

Collectively, A and B comprise the Odyssey File and Serve software

- C. Odyssey CMS – Tyler Case Management System that houses case information and documents.

Figure 1 – Basic eFiling Service Model

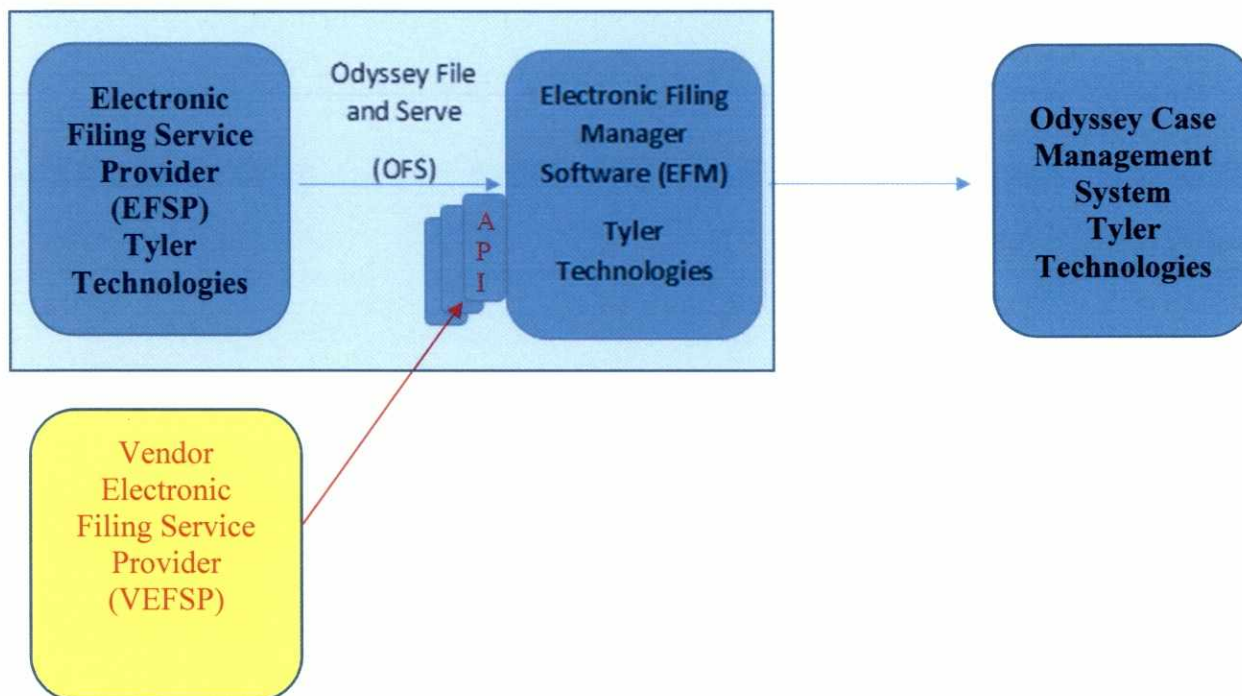


With the MDEC system now implemented and stable in over half of the State’s jurisdictions, the Administrative Office of the Courts is proceeding with the introduction of ‘computer-to-computer’ interfaces for electronic filing. As defined in the Maryland Rule 20-504, “‘vendor’ means a person who provides or offers to provide to registered users or others services that include the filing or service of submissions.” In concurrence with the Rule, participants will be referred to as a ‘Vendor EFSP’ (VEFSP).

### 2.2 Program Overview

This solicitation presents the key aspects of the VEFSP program required for participation. As shown in Figure 2, by interfacing data directly into the Tyler Technologies’ Electronic Filing Manager (EFM)

through a prescribed set of application programming interfaces (APIs), VEFSPs can facilitate the flow of data and documents seamlessly between their software and the EFM.



### 2.3 Initial Program Scope

It is envisioned that the VEFSP program will evolve over time to implement a full array of electronic filing capabilities. Initially, however, there will be some limitations related to case types while the program is stabilized and additional capabilities are provided by Tyler Technologies. The program consists of two basic models.

#### Single Case Filing:

This is the 'standard' model in which filings are submitted via the prescribed APIs that would otherwise be entered manually into the File and Serve web portal. The primary advantages of automated eFiling is the elimination of dual entry of filings in File and Serve and a case management system and avoiding the productivity and data quality advantages that can accompany double entry. This model may also be attractive for entities that provide other automated services to the legal community and wish to add this to their set of services by providing an alternative or customized eFiling user interface.

The VEFSP program will initially include single case filings for civil cases and subsequent filings for criminal cases. Future expansion is anticipated to include initial criminal case filings.

#### Bulk Filing:

This model provides the capability for filing multiple cases within a "batch" which provides streamlined clerk review as well as a single payment transaction. The advantage of this model is that it will electronically replicate the current manual practice of large landlords to file and present multiple cases at one time. This option is being initially implemented only for Failure to Pay Rent cases, but may be expanded to



other case types in the future. Subsequent filings for bulk filed Failure to Pay Rent cases must be filed within the individual case and not in bulk. There is no process for subsequent bulk filing.

### **Technical Requirements:**

Electronic filing via the VEFSP program follows a prescribed set of APIs based on published Electronic Court Filing (ECF) technical standards<sup>1</sup>. Software programming / development and on going maintenance are required to participate. Neither Tyler nor the Maryland Judiciary are responsible for providing program participants with any software or development assistance. Additionally, all participants are required to maintain compatibility with upgrades to Tyler's Odyssey File and Serve software in accordance with the Step 4 below.

## **2.4 Process Overview**

There are 4 steps to becoming an eFiling EFSP or Firm Filer.

1. Step 1 – Sign Program Agreements – Agreements that specify the conditions of participation and the responsibilities of each party must be signed to join the program. Refer to Attachments A (Administrative Office of the Courts) and B (Tyler Technologies).
2. Step 2– Become certified to send automated eFilings – Complete the certification process with Tyler Technologies to successfully send electronic filings in the specified format(s). See Attachment C.

Tyler will conduct an EFM orientation webinar on 02/21/2018. This webinar will provide a demonstration of the Tyler e-Filing system, an introduction to the EFM specifications and key concepts, and vendor next steps. Vendor support for proper API use will be provided through Tyler's online Customer Portal. In addition, Tyler will engage the vendor community in monthly Compass Checks – online webinars that highlight key points regarding Maryland's planned use of the EFM as it evolves to meet the ongoing needs of the Judiciary. Finally, Tyler will conduct technical certification of all vendors before Production access is granted. Refer to Attachment C for the current certification process and associated test scenarios.

3. Step 3 – Go Live – begin to send automated electronic filings in coordination with the Judiciary to monitor for any unexpected problems or issues.
4. Step 4 – Ongoing Support – Use the published procedures to ask questions, report problems, maintain compatibility with Odyssey File and Serve Releases and ongoing certification as needed. See Attachment D.

### **Pre-Certification Conference:**

A conference to introduce this program and answer initial questions will be held on Wednesday, February 7, at 10:00 a.m. at the Judicial College Education and Conference Center.

### **Program Commencement and Duration:**

The effective date for taking agreements for the Vendor EFSP (Step 1) will be March 1, 2018. The planned Go-Live dates (Step 3), subject to change at the sole discretion of the Maryland Judiciary, are as follows:

- Single Case Filing - September 4, 2018
- Bulk Filing – February 18, 2019



The initial duration of the program will be five (5) years with five (5) 1-year options to renew at the sole discretion of the Maryland Judiciary.

## **REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The Contractor shall be required to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, court rules, court administrative orders, regulations, requirements and guidelines, to include those affecting technology projects, which may be created periodically by JIS and/ or the State of Maryland.

### **2.5 Insurance**

2.5.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Proposal Submission

- 3.1.1 Transmittal Letter: A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offerors to the services and requirements as stated in this RFP
- 3.1.2 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offerors and the name and number of this RFP. A table of contents for the proposal should follow the title page. Note: Information that is claimed to be confidential under RFP Section 1.17 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offerors Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.
- 3.1.3 Executive Summary: The Offerors shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offerors has taken to the requirements of this RFP, the Agreement (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary’s terms and conditions, the Executive Summary should so state.
- 3.1.4 Offerors Response to RFP Requirements:
- 3.1.4.1 General
- Offerors shall address each RFP requirement and describe how its proposed services will meet those requirements. Offerors should outline how the Offerors can fulfill the requested tasks in a manner that best meets the Judiciary’s needs. This may simply be accomplished with a capability statement.
- 3.1.4.2 Offerors Experience and Capabilities: Offerors shall include information on past experience with similar engagements. Offerors shall describe their experience and capabilities through a response to the following:
- An overview of the Offerors experience providing the services.
- 3.1.4.3 References. Provide three (3) current customer references where the customer is similar in size to the RFP scope. Provide the following information for each client reference:
- Name of Client Organization
  - Name, title, and telephone number of Point-of-Contact for client organization
  - Value, type, and duration of contract(s) supporting client organization
  - The services provided, scope of the contract, and number of employees serviced
- 3.1.4.4 Financial Capability and Insurance: The Offerors shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary is preference under RFP Section 1.18:
- Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.

3.1.4.5 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.1.4.6 Required Affidavits, Schedules and Documents to be submitted by Offerors in the Technical Proposal:

- Completed Proposal Affidavit (Attachment B)
- Copy of insurance to AOC. By submitting a proposal in response to this solicitation, the offerors warrants that it is able to provide evidence of insurance required by RFP Section 2.

## ATTACHMENTS

Attachment A	Vendor EFSP Agreement
Attachment B	Tyler_Master eFileMD EFSP
Attachment C	EFSP Certification Process
Attachment D	OFS Release Strategy
Attachment E	Proposal Affidavit
Attachment F	Agreement Affidavit
Attachment G	Pre-Certification Conference Response Form
Attachment H	Non-Disclosure Agreement



**Administrative Office of the Courts  
Vendor Electronic Filing Service Provider Agreement**

This Vendor Electronic Filing Service Provider Agreement ("VEFSP Agreement" or "Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and <<VEFSP Name>> ("VEFSP"). This Agreement shall become effective as of the last date set forth on the signature page below (the "Effective Date").

**WHEREAS**, <<VEFSP Name>> desires to obtain access to the Maryland Electronic Courts ("MDEC") to directly file to the Electronic Filing Manager ("EFM") documents for the appellate, circuit, and District courts of the State of Maryland; and,

**WHEREAS**, the AOC has secured a license from Tyler Technologies, Inc. ("Tyler") to make MDEC available for use by the appellate, circuit, and District courts of the State of Maryland;

**NOW, THEREFORE**, in consideration of the mutual promises made and the mutual benefits to be derived from this VEFSP Agreement, <<VEFSP Name>> and the AOC agree as follows:

A. This Agreement consists of this cover and signature page, its terms and conditions outlined immediately thereafter, and the below noted attachment which is attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein as:

- Attachment A –VEFSP Information Sheet

B. <<VEFSP Name>> and the AOC acknowledge that they have read this VEFSP Agreement and the attachment referred to above, understand them, and agree to be bound by their terms and conditions.

IN WITNESS WHEREOF, this VEFSP Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

**<<VEFSP NAME>>:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADMINISTRATIVE OFFICE OF THE COURTS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Procurement, Contract and Grant Administration  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Information Officer  
Judicial Information Systems  
Date: \_\_\_\_\_

Approved for Legal Form and Sufficiency:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Legal Counsel  
Date: \_\_\_\_\_

## 1. ACCESS TO MDEC

1.1. VEFSP Certification. Upon certification by Tyler the VEFSP may access MDEC for the purpose of submitting its Customers' documents to the State's appellate, circuit, and District courts ("Courts"); provided, however, that the VEFSP's Customers may be required to accept a "click-thru" agreement or other license that has been provided by the AOC prior to the use of MDEC. To the extent any provision of this VEFSP Agreement conflicts with the terms of a "click-thru" agreement or other license accepted by Customers, this VEFSP Agreement shall control. The foregoing access shall be automatically revoked upon the expiration or termination of this Agreement.

1.2. Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed to in writing by the AOC, the VEFSP shall not (a) reverse engineer, de-compile, or disassemble any portion of MDEC, (b) sublicense, transfer, rent, lease, or perform any Unauthorized Use of MDEC.

## 2. DUTIES

2.1. VEFSP Duties. The VEFSP will provide Services to its Customers that will allow them, at a minimum, to file electronically with MDEC. In order to operate in the MDEC production environment, the VEFSP must:

- (a) submit an executed copy of this VEFSP Agreement to the AOC;
- (b) become certified to send automated filings by completing the certification process with Tyler;
- (c) implement the requirements outlined in the VEFSP specifications as published by Tyler and any changes made in the VEFSP specifications requirements;
- (d) have no more than 1% of production transactions to the EFM be rejected for technical reasons; and
- (e) make reasonable efforts to ensure that no documents or data transmitted to the EFM contain computer viruses.

The VEFSP understands and agrees that due to changing requirements, the VEFSP specifications may change and that the VEFSP must implement any and all new requirements in order to remain certified.

2.2. AOC Duties. The AOC shall maintain a copy of this executed Agreement, verify the VEFSP has been certified by Tyler, and ensure that the VEFSP complies with its duties under this Agreement.

2.3. Support. The VEFSP technical support staff may request assistance from Tyler technical support staff. If a support incident is found to be due to a discrepancy between Tyler specifications and actual MDEC behavior, Tyler technical support will determine the path to resolution, which could include an update to the specifications or a modification to MDEC.

## 3. TERM AND TERMINATION

3.1. Term. This Agreement shall commence as of the Effective Date and shall be for five (5) years with 5 one-year options to renew at the sole discretion of the AOC. Provisions herein regarding confidentiality, transition, records, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of the Agreement.

3.2. Termination for Cause. Either party may terminate this Agreement for "Cause"; provided, however, that such party follows the procedures set forth in this Section 3.2. For purposes of this Section 3.2, "Cause" means either:

- (a) non-compliance with Section 2 of this Agreement which has not been cured within thirty (30) days of the date such party receives written notice of such breach;
- (b) breach of Section 5 of this Agreement;
- (c) the VEFSP becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs;
- (d) fraud or fraudulent misrepresentation;
- (e) unauthorized access, malicious or unlawful use, interfering with or disrupting the integrity or performance of MDEC; or

- (f) an exigent technical event.

No party may terminate this Agreement under this Section 3.2 until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with time to cure such alleged breach as set forth in this Section 3.2, and cooperates with the alleged breaching party during such time period on a good faith basis to cure such alleged breach.

In the event the AOC terminates this Agreement under this Section 3.2, the AOC shall not be liable for any costs or liabilities of the VEFSP.

3.3. Effect of Termination. Upon termination or expiration of this Agreement, (a) the VEFSP's access to MDEC shall immediately terminate and the VEFSP shall immediately discontinue its use, (b) the VEFSP's right to use Documents and Information for any purpose shall immediately terminate, and (c) each party shall return all products, documentation and other information disclosed or otherwise delivered to the other party prior to such expiration or termination.

At the end of thirty (30) days, the VEFSP shall certify to the AOC that no Documents (or and copies) and Information reside on its system in any format.

3.4. No Liability Upon Termination. If the Agreement is terminated for any reason, Tyler and the AOC shall not be liable to the VEFSP for any damages, claims, losses, or any other amounts arising from or related to any such termination.

## 4. PROPRIETARY RIGHTS

4.1. Protection of Proprietary Rights. The VEFSP shall not intentionally infringe upon or violate Tyler's Proprietary Rights and agrees to take the necessary steps and precautions to protect those rights. Without limiting the generality of the foregoing, the VEFSP shall (a) maintain reasonable access and use restrictions to prevent Unauthorized Use by its employees, and (b) not intentionally make MDEC available to any third party other than Customers without the prior written consent of the AOC.

4.2. Documents. Subject to the rights granted to the VEFSP under this Agreement, the AOC and the Courts retain all rights they possess in and to the Documents and the Information residing within MDEC. Neither the AOC, the Courts, nor, to their knowledge, any other party except for the rightful, lawful, or legal author or owner may claim any copyright in any Original Documents or Information. Under the terms of this Agreement, the VEFSP has no ownership rights, including any right to resell, recombine, reconfigure, or retain the Documents, Information, or Original Documents transmitted to or from the Courts unless it is the rightful, lawful, or legal author or owner of the material.

## 5. REPRESENTATIONS AND WARRANTIES

The VEFSP covenants, represents, and warrants the following:

5.1. (a) Compliance with Laws. The VEFSP represents and warrants that it shall comply in all material respects with all applicable federal, state, and local statutes, laws, ordinances, rules, and regulations, court rules, court administrative orders, regulations, requirements and guidelines applicable to the VEFSP's Services and the submission of its Customers' Documents to MDEC.

(b) Signatory Warranty. The person or persons signing and executing this Agreement on behalf of the VEFSP do hereby warrant and guarantee that he, she, or they have been duly authorized to execute this Agreement on behalf of the VEFSP and to validly and legally bind the VEFSP to all terms, conditions, and provisions herein set forth.

5.2. Disclaimer of Certain Performance Related Potential Issues. The AOC disclaims any and all liability for any losses or damages incurred by the VEFSP or its Customers for any of the following:

- (a) unavailability and/or problems relating to telephone lines, or other electronic transmission lines or equipment for connectivity to the Internet that results in the inability to reach MDEC for the purpose of document transmission or receipt;
- (b) transmission errors and system failures;
- (c) alteration or destruction of information on the VEFSP's computer server or elsewhere resulting from the transmission of computer viruses, other damaging or destructive software components, or acts of computer hackers;
- (d) the speed, access, security, or delivery of documents via the Internet;

(e) any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and

(f) any actions of any third party.

Notwithstanding anything in this Section 5 to the contrary, the VEFSP acknowledges that the AOC does not edit, and cannot verify, the completeness, propriety, or accuracy of any Information submitted or available through MDEC. The AOC has no control over the contents of any Document filed through MDEC and shall not be responsible for any alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential, or privileged information in any Document or other Information submitted or available through MDEC.

THERE ARE NO GUARANTEES WITH RESPECT TO MDEC, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AS MADE AVAILABLE THROUGH MDEC. THE AOC DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMERS' REQUIREMENTS.

## 6. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE AOC BE LIABLE TO THE VEFSP FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS VEFSP AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY.

IN NO EVENT SHALL THE AOC BE LIABLE TO THE VEFSP (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO VEFSP'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE AOC SHALL NOT BE RESPONSIBLE FOR, SHALL HAVE NO LIABILITY WITH RESPECT TO, AND SHALL SUFFER NO PENALTY DUE TO THE USE OF OR OTHER ISSUES REGARDING MDEC UNDER THIS AGREEMENT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS FREELY BARGAINED FOR AND IS OF THE ESSENCE OF THIS AGREEMENT.

## 7. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall be submitted in writing and submitted to the AOC's Director of Procurement and Grant Administration. Pending resolution of the dispute, the parties shall continue with the performance of this Agreement.

## 8. MISCELLANEOUS

8.1. No Waiver of Sovereign Immunity. The VEFSP expressly agrees that nothing in this VEFSP Agreement is in any way intended to constitute or shall be construed as a waiver of sovereign immunity by the Maryland Judicial Branch. The VEFSP Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the AOC. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the AOC under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The AOC does not waive any privileges, rights, defenses, or immunities available to it by entering into the Agreement or by its conduct prior to or subsequent to entering into this Agreement.

8.2. Assignment. The VEFSP may not assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the AOC.

8.3. Notices. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or other communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

8.4. Waiver of Performance. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.5. Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

8.6. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party; however, any amendment of this Agreement that conflicts with the laws of the State of Maryland shall be void *ab initio*. All executed amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

8.7. Severability of Provisions. In the event any provision hereof is later determined to be invalid, void, or unenforceable, then its remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.8. Maryland Law. This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of Maryland. No action relating to this Agreement shall be brought in any forum other than in Maryland whether or not the AOC is a party to such an action. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Anne Arundel County, Maryland.

8.9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

8.10. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

8.11. Force Majeure. None of the parties shall be liable for any failure or delay in performing its duties under this Agreement caused by Force Majeure. In the event of delay or failure of performance caused by Force Majeure, the period of performance shall be extended until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Each party must inform the other in writing, with proof of receipt, within a reasonable period of time from the date of the existence of such Force Majeure, but in any event within ten (10) days, or otherwise waive this right as a defense.

8.12. Public Access to Judicial Records. The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. If a request is made to review any records pertaining to this Agreement, the VEFSP may be contacted, as circumstances allow, to express its views on the availability of the requested information. The final decision on the release of any information rests with the AOC.

8.13. VEFSP Limitation on Authority. The VEFSP shall have no authority to act for or on behalf of MDEC or the AOC except as expressly provided for in this Agreement; no other authority, power, or use is granted or implied.

8.14. Electronic and Information Resources Accessibility Standards. The VEFSP must comply with the Federal VPAT. In addition, the VEFSP shall provide the AOC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with Maryland accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). If the VEFSP is not listed with the "Buy Accessible Wizard" or does not supply a URL to its VPAT, the VEFSP must provide the AOC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

## 9. DEFINITIONS

9.1. "Customer" means an end-user, including a filer or attorney, to whom the VEFSP provides an electronic filing service.

9.2. "Documents" mean the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents and all data received by the Courts through MDEC.



9.3. "EFM" means an application that is hosted on the Tyler infrastructure and provides a standardized interface that accepts Customers' Documents and presents them and relevant data to the appropriate Court's clerk.

9.4. "Force Majeure" means acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.5. "Information" means any electronic record or electronic representation or electronic data contained in or related to any Document, as part of the record in a Court case that is transmitted using MDEC.

9.6. "Original Documents" mean the official versions of Documents that are filed with the Courts through MDEC and are maintained on the Courts' computer systems.

9.7. "Proprietary Rights" mean any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

9.8. "Services" mean the implementation, training, system configuration, customization, consulting or other services performed and to be performed by the VEFSP to implement a connection to MDEC for the benefit of its Customers, as set forth in Section 2.

9.9. "Term" has the meaning set forth in Section 3 of this VEFSP Agreement.

9.10. "MDEC" means Maryland Electronic Courts, the electronic filing system and case management system designed to receive, transfer, maintain, provide access to documents and manage court records for the benefit of the Courts and Customers.

9.11. "Transaction" means the filing of one or more documents in a MDEC case at the same time.

9.12. "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving MDEC, the VEFSP's system, or information that is unlawful or otherwise not expressly authorized under this Agreement or in writing by the parties. Unauthorized Use does not include any use of any Documents by the AOC, the Courts or its employees, consultants, and contractors in the performance of their respective duties, including, without limitation, providing access to Documents to the general public as permitted or required by federal or state statute or rule.

9.13. "User Documentation" means the user manuals, online documentation, and other materials relating to the system provided by the VEFSP to its Customers.

**[Remainder of this page intentionally left blank]**

## Attachment A – VEFSP Information Sheet

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Company Website URL: \_\_\_\_\_

Twitter Username: \_\_\_\_\_

Facebook Username: \_\_\_\_\_

Customer Support Phone: \_\_\_\_\_

Customer Support Email: \_\_\_\_\_

### Administrative Contact

### Technical Contact

Name: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_



**ELECTRONIC FILING SERVICE PROVIDER AGREEMENT**

This Electronic Filing Service Provider Agreement ("EFSP Agreement") is entered into by and between Tyler Technologies, Inc. ("Tyler") and \_\_\_\_\_ (the "EFSP").

**WHEREAS**, Tyler and the Maryland Office of Court Administration ("OCA") have entered into a certain Electronic Filing Agreement dated June 25th, 2014 (the "eFile Agreement") whereby Tyler has made available to courts within the State of Maryland (the "Courts") Tyler's electronic filing system ("EFile System"); and

**WHEREAS**, EFSP provides certain services to Registered Users (as that term is defined in the eFile Agreement) of the EFile System, including, but not limited to, filing of electronic documents on behalf of Registered Users; and

**WHEREAS**, EFSP desires to submit, on behalf of Registered Users filings and payments for related services through the EFile System and collect from through the EFile System fees for services rendered by EFSP;

**NOW, THEREFORE**, in consideration of the mutual promises made and the mutual benefits to be derived from this EFSP Agreement, Tyler and EFSP agree as follows:

**1 CERTIFICATION AND APPROVAL REQUIRED**

- 1.1 EFSP shall become and at all times pertinent hereto remain an approved electronic filing service provider by the OCA and such approval shall be at the sole discretion of the OCA based upon criteria determined by the OCA.
- 1.2 EFSP shall become and at all times pertinent hereto remain a certified electronic filing service provider by Tyler. Certification shall be based upon technical criteria relating to EFSP's ability to integrate with Tyler's EFile System.
- 1.3 Tyler may certify EFSP for filing in particular jurisdictions and/or individual court locations based upon technical requirements specific to such jurisdiction or individual court. EFSP shall not submit filings through the EFile System in jurisdictions for which EFSP is not certified.
- 1.4 In the event that EFSP fails to obtain, maintain or has certification or approval terminated, EFSP access to the EFile System will be suspended or denied until such time as certification or approval is obtained.

**2 PAYMENT PROCESSING**

- 2.1 Upon submission of an EFile transaction on behalf of a Registered User, EFSP may also submit a payment request for services rendered by the EFSP to be paid as part of settlement of a Registered User's EFile credit card transaction.
- 2.2 On a monthly basis, Tyler shall report to EFSP all transactions submitted by the EFSP that included EFSP fees and remit payment of all EFSP's submitted fees for the prior month. Tyler shall remit payment to EFSP by check or ACH transfer but reserves the right to reasonably change the manner of disbursement upon 60 days notice to EFSP.
- 2.3 EFSP shall notify Tyler within 60 days of any dispute with or error in Tyler's monthly reporting. Any report not disputed within 60 days of receipt by EFSP shall be deemed accepted. In the event of any overpayment by Tyler in a given monthly reporting period, Tyler shall reduce the subsequent payment by the amount of any such overpayment.

**3 TERM AND TERMINATION**

- 3.1 Term. This EFSP Agreement shall commence as of the Effective Date and shall continue for an initial period of one (1) year (the "Term"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall automatically extend for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminates this EFSP Agreement in accordance with this Section 3.
- 3.2 Termination for Cause. Either party may terminate this EFSP Agreement for "Cause", provided, however, that such party follows the procedures set forth in this Section 3.2. For purposes of this Section 3.2, "Cause" means either:
  - 3.2.1 a material breach of this EFSP Agreement, which has not been cured within sixty (60) days of the date such party receives written notice of such breach;
  - 3.2.2 repeated breach, regardless of whether the same is material, of this EFSP Agreement;



3.2.3 failure by the EFSP to attain and/or maintain certification and approval as an Electronic File Service Provider pursuant to Section 1;

3.2.4 the failure by either party to timely pay when due any monies owed to the other party under this EFSP Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after receiving written notice of the other party's intent to terminate for failure to pay;

3.2.5 breach of Section 5;

3.2.6 No party may terminate this e-File Agreement under this Section 3.2 until it notifies the other party in writing of the existence of such material breach and, if a cure period is provided herein, cooperates with the alleged breaching party during such time period on a good faith basis to cure such alleged breach.

3.3 Change in Legal Requirements. If the obligations imposed upon either party under this EFSP Agreement are materially changed pursuant to statute or Court mandate (including, without limitation, local court rules and state supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this EFSP Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes, then either party may terminate this EFSP Agreement upon thirty (30) days' written notice to the other party.

#### **4 GENERAL RESTRICTIONS AND LIMITATIONS**

4.1 Restricted Access to the EFile System. EFSP shall not allow or authorize any person (including, without limitation, employees, contractors, consultants, and agents) or entity to:

4.1.1 submit Documents or Information through the EFile System except Register Users;

4.1.2 receive, copy, store, search, upload, distribute, and make available the Documents or Information available through the EFile System, except as authorized by the OCA;

4.1.3 engage in any Unauthorized Use.

4.2 EFSP submissions through the EFile system shall:

4.2.1 comply with all schedules, rules and mandates of the OCA, including, but not limited to, the schedule of fees and charges applicable to Registered Users for filing and credit card processing.

4.2.2 adhere to all applicable rules governing electronic filing of Documents with the Courts as the same may be amended from time to time.

4.2.3 contain all necessary information for Tyler to identify the Registered User and EFSP.

#### **5 PROPRIETARY RIGHTS**

5.1 Tyler Proprietary Rights. The EFile System, TOGA, User Documentation, Tyler's Technology and Tyler's Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of Tyler. No title to or ownership of the EFile System, TOGA, User Documentation, Tyler's Technology or Tyler's Web Site, or any Proprietary Rights associated therewith, are transferred to the EFSP or any third party under this EFSP Agreement.

5.2 Protection of Proprietary Rights. EFSP shall not knowingly infringe upon or violate Tyler's Proprietary Rights and agrees to take reasonable steps and precautions to protect those rights. Without limiting the generality of the foregoing, the EFSP shall not (a) intentionally make the EFile System, TOGA or Tyler's Technology available to any third party without the prior written consent of Tyler; and (b) otherwise use commercially reasonable efforts to prevent Unauthorized Use.

5.3 Use of Confidential Information. EFSP shall not use any Tyler Confidential Information other than as necessary to perform its obligations hereunder. EFSP shall not attempt to perform decompilation, disassembly, translation or other reverse engineering or create derivative works or utilize Tyler Confidential Information to develop, create, modify or enhance any intellectual property of EFSP.

5.4 Protection of Confidential Information. Neither party shall voluntarily disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information of the other party, without such party's prior written consent,

for any purpose other than the performance of this EFSP Agreement, except: (i) as may be required by law, regulation, judicial, or administrative process; or (ii) as required in litigation pertaining to this EFSP Agreement.

## **6 REPRESENTATIONS AND WARRANTIES**

Tyler covenants, represents, and warrants the following:

**6.1 Disclaimer of Certain Performance Related Potential Issues.** Tyler disclaims any and all liability for any losses or damages incurred by the EFSP for any of the following:

**6.1.1** Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within Tyler's exclusive control;

**6.1.2** Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including, but not limited to, any Tyler supplied telephone or electronic transmission lines in use) that results in the inability to reach Tyler for the purpose of document transmission or receipt;

**6.1.3** Transmission errors and system failures, except transmission errors and system failures resulting from the gross negligence or intentional or willful misconduct of Tyler or its employees or agents;

**6.1.4** Performance, nonperformance or timely performance of any third-party involved in settlement of payment card transactions;

**6.1.5** Any alteration or destruction of material transmitted through Tyler's Services;

**6.1.6** Alteration or destruction of information resulting from the transmission of computer viruses, other damaging or destructive software components, or acts of computer hackers;

**6.1.7** The speed, access, security, or delivery of documents via the Internet;

**6.1.8** Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and

**6.1.9** Any actions of any third party who is not an employee or agent of Tyler.

**6.2** Notwithstanding anything in this Section 6 to the contrary, the EFSP acknowledges that Tyler does not edit, and cannot verify, the completeness, propriety or accuracy of any Information submitted through the EFile System. Tyler has no control over the contents of any Document filed with the Courts through the EFile System and shall not be responsible for any alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Document.

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 6 OR ELSEWHERE IN THIS EFSP AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF CLIENTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AS MADE AVAILABLE THROUGH TYLER SERVICES.**

## **7 LIMITATION OF LIABILITY**

THE LIABILITY OF TYLER TO THE EFSP FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EFSP AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE AMOUNT OF EFSP FEES REQUIRED TO BE PAID TO THE EFSP HEREUNDER FOR THE PRIOR ONE YEAR PERIOD. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE.

IN NO EVENT SHALL TYLER BE LIABLE TO THE EFSP (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE EFSP'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS EFSP AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.



## **8 DISPUTE RESOLUTION**

Disputes arising out of, or relating to, this EFSP Agreement that cannot be resolved within five (5) Business Day by informal discussions between the parties, shall be referred to a senior executive of the EFSP and a Vice President of Tyler's Courts and Justice Systems Division, at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section 8 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions, the parties shall submit the matter to mediation or other mutually agreeable form of alternative dispute resolution. The foregoing shall not apply to claims for equitable relief.

## **9 MISCELLANEOUS**

9.1 Assignment. Neither party may assign this EFSP Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, except that Tyler may, without such prior written consent, assign this EFSP Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

9.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

9.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

9.4 Status of the Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, master/servant relationship, principal/agent relationship, a joint venture relationship, partnership or to allow either party to exercise control or direction over the manner or method by which either performs the services which are the subject of this EFSP Agreement, except as may be from time to time agreed by the parties.

9.5 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

9.6 No Endorsement. Certification of EFSP by Tyler shall not be construed as endorsement of the products, services or business practices of EFSP and EFSP shall not advertise, market or otherwise hold itself out as having been approved, endorsed, recommended or otherwise supported by Tyler.

9.7 Entire Agreement. This EFSP Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

9.8 Amendment. This EFSP Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All executed amendments or modifications of this EFSP Agreement shall be binding upon the parties despite any lack of consideration.

9.9 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this EFSP Agreement shall remain valid and enforceable according to its terms.

9.10 Governing Law. Any dispute arising out of or relating to this EFSP Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

9.11 No Third Party Beneficiaries. Nothing in this EFSP Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

9.12 Force Majeure. No party to this EFSP Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance



times pursuant to or arising from this EFSP Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

## **10 DEFINITIONS**

10.1“Confidential Information” means all information, reasonably subject to protection under applicable law, in any form relating to, used in, or arising out of business operations and held by, owned, licensed, or otherwise possessed by a disclosing party regardless of how such information came into being, as well as regardless of who created, generated or gathered the information, including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the disclosing party’s inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data, and other information reasonably subject to trade secret protection under applicable state statutes. Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the receiving party in breach hereof; (b) becomes available on a non-confidential basis from a source other than the disclosing party, which is not prohibited from disclosing such information; (c) is known to the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto; or (d) is developed by the receiving party independently of any disclosures made by the disclosing party.

10.2“Documents” mean the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents filed with the Courts through Tyler’s e-Filing System.

10.3“EFile System” means Tyler’s File & Serve electronic filing system to receive, transfer, maintain, and provide access to documents for the benefit of the Courts and collection of payments related thereto. Tyler’s EFile System includes (i) all Confidential Information and Proprietary Rights related thereto, (ii) all User Documentation, and (iii) Embedded Third party Software.

10.4“Proprietary Rights” mean any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

10.5Tyler Online Gateway Application or TOGA means Tyler’s software application connecting the EFile System to a payment processor for purposes of transmitting Transaction information

10.6“Tyler’s Technology” means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, that are proprietary to and used by Tyler in connection with the operation and performance of the EFile System and/or TOGA or made available by Tyler to any Authorized User, or any third party through the EFile System and/or TOGA.

10.7“Unauthorized Use” means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving Tyler’s EFile System or Confidential Information that is unlawful or otherwise not expressly authorized under this EFSP Agreement, the E-File Agreement or in writing by Tyler.

10.8Any term not otherwise defined herein shall have the same meaning as in the e-File Agreement.

**TYLER TECHNOLOGIES, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EFSP**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## ATTACHMENT C

### Purpose

#### Summary

The certification process is intended to verify an organization's use of the Electronic Filing Manager (EFM) application programming interfaces (APIs) in order to ensure a positive e-filing experience for both filers and reviewers. This process applies to both Electronic Filing Service Providers and Firm Filers.

#### Electronic Filing Service Providers (EFSPs)

An EFSP is an organization that builds a public web portal for the purpose of soliciting e-filing business from public attorneys. During certification Tyler will use the EFSP's portal to execute a variety of test cases while observing for correct behavior within the EFSP application, the EFM (for clerk review), as well as evaluation of EFM logs and database tables.

#### Firm Filers

A Firm Filer is an organization that integrates an internal case management system to the EFM. For instance, a Prosecutor's case management system, a Public Defender's case management system, or even a large law firm's case management system. Such integrations require a hybrid model of certification because they do not include a public facing portal whereby new users register, but rather, are more of a "closed system" with a finite number of named users.

#### SOAP Web Services APIs

An EFSP is required to implement virtually all of the EFM's APIs, with few exceptions for optional functionality. Firm Filers need not implement all administrative APIs, rather, only those necessary to facilitate the act of filing. Therefore, this document identifies requirements for EFSPs and Firm Filers separately.

Appendix A identifies all of the possible APIs for EFSPs and Firm Filers, and indicates whether each is required or optional for certification. Optional APIs provide features that the organization may elect not to implement, subject to the court's requirements and/or contractual agreements with Tyler. All features that the organization implements are in scope for certification.

#### Test Cases

Certification test cases are categorized by major functional areas, as follows:



- **General** – basic infrastructure requirements
- **Administration** – management of user accounts, firms, and related entities
- **Existing Cases** – querying the system for information regarding existing cases
- **E-Filing and E-Service** – activities pertaining to e-filing and e-service
- **Other** – various other test cases

Appendix B identifies all of the test cases for certification. Organizations must pass all applicable tests in order to receive initial certification as well as to maintain ongoing certification.

## Process

### Formal Certification Requests

When an organization is ready for certification, they will submit a formal certification request to Tyler Technologies. Formal certification requests may be submitted in the form of email to the following email address:

[EFSPCertificationTeam@tylertech.com](mailto:EFSPCertificationTeam@tylertech.com)

The email must contain the following information:

- Contact Name
- Contact Phone Number
- EFM you are requesting certification with
- Stage/Test URL
- A list of all APIs that the organization is choosing to implement (**Note:** the list of APIs must include all required APIs identified in Appendix A)

Upon receipt of the formal certification request, the Tyler Certification Testing Team will schedule the certification testing. The testing will be conducted on the Stage environment for the EFM, which will possess the same configuration set that exists within the Production environment for that respective EFM.

### Certification Results

Upon completion of the certification testing, the Tyler Certification Testing Team will provide a complete testing results analysis to the email in which the formal request for certification/recertification was submitted. The testing results analysis will identify each test case/API that was tested, whether the test resulted in a passing or failing score, and any relevant details surrounding a failing score.

## Certification Failures

If an organization fails any test during the certification process, they must submit a formal request for recertification. If an organization fails multiple test cases, they must make every effort to resolve all issues causing the certification failure for each individual test case before submitting the formal request for recertification. Formal requests for recertification may be submitted in the form of email to the following email address:

[EFSPCertificationTeam@tylertech.com](mailto:EFSPCertificationTeam@tylertech.com)

The email must contain the following information:

- Contact Name
- Contact Phone Number
- EFM you are requesting recertification with
- Callback Stage/Test URL
- A list of all APIs that the organization is choosing to implement (**Note**: the list of APIs must include all required APIs identified in Appendix A while noting the specific APIs for recertification)

## Successful Certifications

Once an organization successfully passes all test cases they will receive a Certification Award document and information to access the EFM that they were certified with. At that time, the Tyler Certification Testing team will request logo and branding information from the organization so that they can be added to the Program website under the Certified EFSP section (if applicable).

## Ongoing Certification

Organizations will be required to maintain their application and integration in a manner that is consistent with periodic application updates to the EFM (**Note**: please see [OFS Release Strategy](#) for additional details). The Tyler Certification Testing Team will conduct annual recertification exams to ensure that each organization meets this objective. The annual recertification will be initiated by the Tyler Certification Testing Team and will begin with an email to the representative identified in the original Certification Request informing them of the annual recertification activity.



## Appendix A: Index of EFM APIs

NOTE: Caller "EFSP" refers to either EFSP or Firm Filer

### EFMUserService

API	Caller	Receiver	EFSP Req	FF Req	Comment
AuthenticateUser	EFSP	EFM	Yes	Yes	
ChangePassword	EFSP	EFM	Yes	No	
GetNotificationPreferences	EFSP	EFM	Yes	No	
GetPasswordQuestion	EFSP	EFM	Yes	No	
GetUser	EFSP	EFM	Yes	No	
ResetPassword	EFSP	EFM	Yes	No	
UpdateNotificationPreferences	EFSP	EFM	Yes	No	
UpdateUser	EFSP	EFM	Yes	No	

### EFMFirmService

API	Caller	Receiver	EFSP Req	FF Req	Comment
AddUserRole	EFSP	EFM	Yes	No	
AttachServiceContact	EFSP	EFM	Yes	Yes	



# Certification Process



CreateAttorney	EFSP	EFM	Yes	No	
CreateGlobalPaymentAccount	EFSP	EFM	Conditional	No	Required if EFSP allows filers to use EFSP Credit Card. NOTE: Messages are identical to messages for non-global.
CreateInactivePaymentAccount	EFSP	EFM	No	N/A	Special use API for VitalCheck
CreatePaymentAccount	EFSP	EFM	Yes	No	
CreateServiceContact	EFSP	EFM	Yes	No	
DetachServiceContact	EFSP	EFM	Yes	Yes	

GetAttorney	EFSP	EFM	Yes	No	
GetAttorneyList	EFSP	EFM	Yes	Yes	
GetFirm	EFSP	EFM	Yes	No	
					Required if EFSP allows filers to use EFSP Credit Card. NOTE: Messages are identical to messages for non-global.
GetGlobalPaymentAccount	EFSP	EFM	Conditional	No	
					Required if EFSP allows filers to use EFSP Credit Card. NOTE: Messages are identical to messages for non-global.
GetGlobalPaymentAccountList	EFSP	EFM	Conditional	No	
GetNotificationPreferencesList	EFSP	EFM	Yes	No	
GetPaymentAccount	EFSP	EFM	Yes	No	
GetPaymentAccountList	EFSP	EFM	Yes	Yes	
GetPaymentAccountTypelist	EFSP	EFM	Yes	No	
GetPublicList	EFSP	EFM	Conditional	Conditional	Required if public list is in use

GetServiceContact	EFSP	EFM	Yes	No	
GetServiceContactlist	EFSP	EFM	Yes	Yes	
GetUser	EFSP	EFM	Yes	No	
GetUserlist	EFSP	EFM	Yes	Yes	
GetVitalChkPaymentAccountId	EFSP	EFM	No	N/A	Special use API for VitalCheck
RegisterUser	EFSP	EFM	Yes	No	
RemoveAttorney	EFSP	EFM	Yes	No	
					Required if EFSP allows filers to use EFSP Credit Card. NOTE: Messages are identical to messages for non-global.
RemoveGlobalPaymentAccount	EFSP	EFM	Conditional	No	
RemovePaymentAccount	EFSP	EFM	Yes	No	
RemoveServiceContact	EFSP	EFM	Yes	No	
RemoveUser	EFSP	EFM	Yes	No	
RemoveUserRole	EFSP	EFM	Yes	No	
ResendActivationEmail	EFSP	EFM	Yes	No	
ResetUserPassword	EFSP	EFM	Yes	No	
UpdateAttorney	EFSP	EFM	Yes	No	
UpdateFirm	EFSP	EFM	Yes	No	
					Required if EFSP allows filers to use EFSP Credit Card. NOTE: Messages are identical to messages for non-global.
UpdateGlobalPaymentAccount	EFSP	EFM	Conditional	No	
UpdatePaymentAccount	EFSP	EFM	Yes	No	



UpdateServiceContract	EFSP	EFM	Yes	No	
UpdateUser	EFSP	EFM	Yes	No	

## FilingReviewMDEService

API	Caller	Receiver	EFSP Req	FF Req	Comment
CancelFiling	EFSP	EFM	Yes	Yes	
GetFeesCalculation	EFSP	EFM	Yes	No	
GetFilingDetails	EFSP	EFM	Yes	Yes	
GetFilingList	EFSP	EFM	Yes	No	
GetFilingService	EFSP	EFM	Yes	No	
GetFilingStatus	EFSP	EFM	Yes	Yes	
GetPolicy	EFSP	EFM	Yes	Yes	
ReviewFiling	EFSP	EFM	Yes	Yes	

## FilingAssemblyMDEService

API	Caller	Receiver	EFSP Req	FF Req	Comment
NotifyFilingReviewComplete	EFM	EFSP	Yes	Yes	
NotifyServiceComplete	EFM	EFSP	No	No	



## CourtRecordMDEService

API	Caller	Receiver	EFSP Req	FF Req	Comment
GetCase	EFSP and EFM	EFM and CMS	Yes	Yes	
GetCaselist	EFSP and EFM	EFM and CMS	Yes	Yes	
GetDocument	N/A	N/A	No	No	
GetServiceAttachCaselist	EFSP	EFM	No	No	
GetServiceInformation	EFSP	EFM	Yes	Yes	
GetServiceInformationHistory	EFSP	EFM	No	No	

## ServiceMDEService

API	Caller	Receiver	EFSP Req	FF Req	Comment
ServerFiling	EFSP	EFM	Yes	No	

## Appendix B: Test Cases

### General Test Cases

Test Case	EFSP Req	FF Req	Notes
GEN.01.01 - EFSP-Basic - Infrastructure	Yes	Yes	
GEN.01.02 - EFSP-Basic - Message and User Authentication	Yes	Yes	
GEN.01.03 - EFSP-Basic – Code Cache Refresh	Yes	Yes	

### Administrative Test Cases

Test Case	EFSP Req	FF Req	Notes
ADM.01.01 - EFSP-Administration - Users	Yes	No	
ADM.02.01 - EFSP-Administration - Roles	Yes	No	
ADM.03.01 - EFSP-Administration - Change Password	Yes	No	
ADM.03.02 - EFSP-Administration - Reset Password	Yes	No	
ADM.04.01 - EFSP-Administration - Attorneys	Yes	No	
ADM.05.01 - EFSP-Administration - Service Contacts	Yes	No	
ADM.06.01 - EFSP-Administration - Payment Accounts - Credit Card	Yes	Conditional	Required in order to submit fee based filings
ADM.06.02 - EFSP-Administration - Payment Accounts - Waiver	No	Conditional	Required in order to waiver based filings
ADM.06.03 - EFSP-Administration - Payment Accounts – eCheck	Yes	Conditional	Required in order to submit fee based filings

### Existing Cases

Test Case	EFSP Req	FF Req	Notes
CAS.01.01 - EFSP-Cases - Case Search - Integrated CMS	Yes	Yes	



CAS.01.02 - EFSP-Cases - Load Case	Yes	Yes	
CAS.02.01 - EFSP-Cases - Case Search - Non Integrated CMS	Conditional	Conditional	Necessary in order to file into any courts who lack a web service enabled integration with the EFM

## Filing and e-Service Test Cases

Test Case	EFSP Req	FF Req	Notes
FAS.01.01 - EFSP-Filing - Initial Filing - Individual User	No	No	
FAS.01.02 - EFSP-Filing - Subsequent Filing - Individual User	No	No	
FAS.02.01 - EFSP-Filing - Initial Filing - Firm User - Credit Card	Yes	Conditional	
FAS.02.02 - EFSP-Filing - Initial Filing - Firm User - Waiver	No	Conditional	
FAS.02.03 - EFSP-Filing - Subsequent Filing - Firm User	Yes	Yes	
FAS.02.04 - EFSP-Filing - Subsequent Filing - Firm User - eService Selected Service Contacts	Yes	Yes	
FAS.02.05 - EFSP-Filing - e-Service Only - Firm User - Selected Service Contacts	Yes	Yes	
FAS.02.06 - EFSP-Filing - Multiple Filings - Clerk Review	Yes	Yes	
FAS.02.07 - EFSP-Filing - Failures	Yes	Yes	
FAS.02.08 - EFSP-Service Only – Failures	Yes	Yes	
FAS.03.01 - Manage Case Service Contacts	Yes	Yes	
FAS.04.01 - EFSP-Filing - Cancel Filing - Success	Yes	Yes	
FAS.04.02 - EFSP-Filing - Cancel Filing - Failure	Yes	Yes	



## Other Test Cases

Some of the following test cases may be required depending upon court policy and/or other factors particular to the court's e-filing and Case Management ecosystem. In addition, some of these test cases are optional per EFSP discretion as to whether they want to offer a particular feature; however, if the EFSP chooses to offer the feature, it must be tested as part of certification.

Test Case	EFSP Req	FF Req	Notes
<b>OTH.01.01 - EFSP-Filing - Subsequent Filing into Non-Indexed Case - Firm User</b>	Conditional	Conditional	Necessary in order to file into any courts who lack a web service enabled integration with the EFM
<b>OTH.02.01 - EFSP-Filing - Filing with Preliminary and or Courtesy Copies</b>	No	No	
<b>OTH.03.01 - EFSP-Service - Access e-Service SMTP Logs</b>	No	No	
<b>OTH.04.01 - EFSP-Service - Notification of Service</b>	No	No	
<b>OTH.05.01 - EFSP-Service - Access Service Information History</b>	No	No	

OTH.06.01 - EFSP-Service- Access List of Attached Cases	No	No	
OTH.07.01 - EFSP-Administration - Notification - Manage Preferences	No	No	
OTH.08.01 - EFSP-Administration - Global Payment Account	No	No	Only necessary if the EFSP chooses to allow filers the ability to charge to an EFSP's account.

Document Version	Summary of Changes	Author	Date
1.0	Original document	Philip Baughman, Terry Derrick	August 2015
1.1	Distinguish between EFSPs and Firm Filers. Changed test cases for waivers to be optional. Changed test cases for individual users to be optional. Changed test cases dealing with non-indexed cases to conditional Added enforcement of conditionally required fields to tests FAS.02.01 and FAS.02.03.	Philip Baughman	November 2015

# ITMS Business Process K15- 0043-29



**Purpose:**

Odyssey File & Serve (OFS) is an Electronic Filing Manager (EFM) which operates as a delivery system for information to a Case Management System. In some jurisdictions, the EFM allows for integration with other third party vendors. These third party entities include Electronic Filing Service Providers (EFSP) and Case Management Systems (CMS). The OFS application provides application interfaces (API) which can be leveraged by EFSPs and CMSs to allow documents and data to flow seamlessly between applications and the EFM. Due to these numerous partnerships with Tyler's EFM, any schema changes made to the EFM must be communicated effectively to any third parties leveraging it so that they may develop their applications in accordance with the EFM. This document was developed to outline the release cadence for the OFS product where partnerships exist.

**Process:**

Any OFS releases that include schema changes (a.k.a. "breaking changes") to APIs will be deployed via the process outlined below in jurisdictions where third party partnerships exist with the EFM:

- **Technical Documentation Delivery** – Published to all third parties at least 90 days prior to the introduction of the release into the Production environment
- **Low Level Environment (Stage) Deployment** – Deployed at least 45 days prior to the introduction of the release into the Production environment
- **Production Delivery** – Release deployment will occur using the following cadence:
  - **Pilot** - An alternating "pilot" EFM (pilot) will be identified for each new software release and the pilot will receive the software release before all other customers.
  - **Phase 1** – Half of the remaining group of production customers will be included in a Phase 1 deployment group. This group will receive the software update 2 weeks after the deployment of the pilot if no showstopper issues are present.
  - **Phase 2** – The other half of the remaining group of production customers will be included in our Phase 2 deployment group. This group will receive the software update 2 weeks after the deployment of the Phase 1 group if no showstopper issues are present.

\*Note: Application updates to resolve software defects that do not involve schema changes do not adhere to the above process and may be deployed at the discretion of Tyler Technologies.

**Impact:**

The following OFS customers have third party partnerships with the EFM and are included in this release strategy:

- California
- Georgia
- Indiana
- Maryland
- Massachusetts

**ATTACHMENT E – PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business): **if none, so state:**

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C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;



- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment): **if none, so state:**

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**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension): **if none, so state:**

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:



- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification): **if none, so state:**
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#### F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offerors or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ) (foreign ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE): **if none, so state:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

ATTACHMENT F – AGREEMENT AFFIDAVIT



AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT: \_\_\_\_\_

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is: **if none, so state):**

Name: \_\_\_\_\_

Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as: **if none, so state):**



Name: \_\_\_\_\_  
Department ID Number: \_\_\_\_\_  
Address: \_\_\_\_\_

C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_  
(printed name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)

**ATTACHMENT G – PRE-CERTIFICATION CONFERENCE RESPONSE FORM**

**Project No. K18-0049-29**

**Project Title: Electronic Filing Service Provider Program**

**Pre-Certification Conference: February, 7, 2018 at 10:00 AM**

**Please e-mail this form to the Procurement Officer:**

**[kevin.jones@mdcourts.gov](mailto:kevin.jones@mdcourts.gov)**

By February 6, 2018 at 2:00 PM advising whether or not you plan to attend this Conference.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

1.

2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_

(This form is to be filled out by Offerors)

**ATTACHMENT H – NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2017, by and between Administrative Office of the Courts (“AOC”) and \_\_\_\_\_ (Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the Contractor and AOC have entered into Contract No. **K18-0049-29** \_\_\_\_\_ (the “Contract”); and

**WHEREAS**, in order for Contractor to perform the work required under the Contract, or in the course of that work, the Contractor, the Contractor’s subcontractors, and the Contractor’s and subcontractors’ employees and agents (**collectively the “Contractor’s Personnel”**) may come into contact with information maintained or held by the Judicial branch of the Maryland government (“Confidential Information”), including the AOC and all courts, units and departments (**collectively “the Judiciary”**); and

**WHEREAS**, the Judiciary, in order to comply with the law, fulfill its various missions, and enhance the safety of participants in the judicial process, must ensure the confidentiality of certain information, and, to that end, must act as the sole entity with the authority to determine which information held by the Judiciary may be disclosed to persons or entities outside of the Judiciary; and

**WHEREAS**, Contractor acknowledges that Contractor’s compliance with this Agreement is a condition of doing business with AOC,

**NOW, THEREFORE**, Contractor agrees as follows:

1. “Confidential Information” includes any and all information provided by or made available by the Judiciary to Contractor’s Personnel in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such or disclosed deliberately or inadvertently. Such information is Confidential Information, whether or not its contents may also be gathered from other sources, or may subsequently be disseminated to the public. Confidential Information includes, by way of example only, information that the Contractor’s Personnel sees, views, hears, takes notes from, copies, possesses or is otherwise provided access to and use of by the Judiciary, whether the information relates to the Contract or the Contract has placed the Contractor’s Personnel in the position to receive the information. Confidential information further includes information both held by the Judiciary and derived or created from information held by the Judiciary.

2. Contractor’s Personnel shall not, without the AOC’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information, except for the sole and exclusive purpose of performing under the Contract and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the Contract. Contractor shall limit access to the Confidential Information to Contractor’s Personnel who: 1) have a demonstrable need to know such Confidential Information in order to perform Contractor’s duties under the Contract and 2) have agreed with Contractor in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Contractor’s Personnel are attached hereto and made a part hereof as Exhibit 1. With respect to information pertaining to the job performance, skills, or conduct of any Judiciary employee, the **only person with the need to know such information is \_\_\_\_\_**, and, except in cases of emergency involving imminent or actual bodily harm or significant property loss or damage, such information may only be disseminated to him, or, in his absence, to the State Court Administrator.

Electronic Filing Agreement 18-0049-29



3. Contractor shall require each employee, agent, and subcontractor whose name appears on Exhibit 1 to sign a writing acknowledging receipt of a copy of , and agreeing to comply with the terms and conditions of, this Agreement. Subcontractors shall expressly agree to all of the terms applicable to Contractor. Accordingly, subcontractors must require their employees and agents to sign such a writing and must submit those individuals' names to the Contractor for inclusion on Exhibit 1. Upon the Procurement Officer's request, Contractor shall provide originals of all such writings to the AOC. Contractor and subcontractors shall update Exhibit 1 by adding additional names as needed and shall ensure that no employee or agent comes into contact with Confidential Information before that person has signed this Agreement. This Agreement shall not be construed to create a employment relationship between AOC and any of Contractor's or subcontractors' personnel.

4. If Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, Contractor shall first obtain AOC Contract Manager's written consent to any such dissemination. AOC's Contract Manager may grant, deny, or condition any such consent, as it may deem appropriate in the Contract Manager's sole and absolute subjective discretion.

5. Contractor shall hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to, or theft by, unauthorized third parties, and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

6. Contractor shall promptly advise the AOC Contract Manager in writing if Contractor learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with AOC in seeking damages and/or injunctive or other equitable relief against any such person(s).

7. Upon the earlier of AOC's request or termination of the Contract, Contractor shall, at its own expense, return to the Contract Manager , all copies of the Confidential Information, no matter how formatted or stored, in Contractor's and/or Contractor's Personnel's care, custody, control or possession.

8.A breach of this Agreement by the Contractor or noncompliance by Contractor's Personnel with the terms of this Agreement shall also constitute a breach of the Contract. The termination of the Contract does not terminate Contractor's obligations under this Agreement.

9. Contractor acknowledges that any failure by the Contractor or Contractor's Personnel to abide by the terms of this Agreement may cause irreparable harm to the Judiciary and that monetary damages may be inadequate to compensate the Judiciary for such breach. Accordingly, the Contractor agrees that the AOC may, in addition to any other remedy available to AOC under Maryland and any applicable federal law, seek injunctive relief and/or liquidated damages of \$1,000 for each unauthorized disclosure. Contractor consents to personal jurisdiction in the Maryland State Courts and to the application of Maryland law, if AOC so elects in its sole discretion, irrespective of Maryland's conflict-of-law rules. If the Judiciary suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part, to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the Judiciary from and against any such losses, damages, liabilities, expenses, and/or costs.

10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof.

**Contractor:**

**Administrative Office of the Courts**

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

Received by: \_\_\_\_\_

Name: \_\_\_\_\_

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

[Exhibit 1 dated: \_\_\_\_\_ ]