



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington
Phoenix, Arizona 85007

Invitation for Bids

IFB 13-02

Probation Officer Safety Equipment

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SECTION 1 Introduction and Overview

1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is soliciting written, sealed bids for the purchase of probation officer safety equipment. Awarded contracts will be open for use by any Arizona county probation department (hereinafter referred to as Department) and any use of contracts shall be transacted by work order or purchase order between the Department and vendor.

Vendors who wish to submit a sealed bid based upon the specifications and conditions in this document shall submit by **3:00 P.M., Arizona time on June 20, 2013**, in accordance with the schedule below.

The Court intends to award a contract or contracts, unless otherwise indicated, resulting from this invitation for a one-year period with the option to extend for an additional four years, aggregate five years, pending availability of funds. Multiple contracts may be awarded.

The public opening will be conducted on June 20, 2013 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Bidders' Conference

No bidders' conference will be held.

3. Bid Schedule

<u>Activity</u>	<u>Date</u>
A. Invitation for Bids (IFB) Published	May 30, 2013
B. Deadline to Submit Written Questions	June 7, 2013
C. Response to Written Questions/IFB Amendments	June 13, 2013
D. Bid Due Date	June 20, 2013

The Court reserves the right to deviate from this schedule.

Bids received after June 20, 2013, 3:00 P.M. Arizona time will not be accepted, opened, or taken into consideration during the evaluation process.

4. Bid Evaluation

Following the public opening, bids will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the lowest responsible and responsive bidder(s) whose bid conforms in all material respects to the requirements and criteria set forth and best meets the

needs of the Judicial Branch Unit. No other factors or criteria other than the evaluation criteria may be used in the evaluation process. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous bid if a competing vendor located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no vendors who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all bids or parts thereof. This IFB does not commit the Court to award any contract or to pay any costs incurred in the preparation of bids. The Court reserves the right to accept or reject, in whole or in part, all bids submitted and/or to cancel this IFB. Multiple contracts may be awarded.

5. Bid Discussions

The bidder's initial bid should contain the bidder's best terms from a price or cost and technical standpoint. The Court reserves the right to conduct discussions if the procurement officer determines them to be necessary.

Discussions may be conducted with responsive, responsible bidders who submit bids determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

6. Americans with Disabilities Act

Persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 452-3329 or text telephone (TDD) 452-3545.

7. Responsibility, Responsiveness and Susceptibility

In accordance with the AOC Judicial Branch Procurement Rules (Administrative Order No. 2013-44) the following criteria shall be used in determining respondent's responsibility, as well, as the response's responsiveness and susceptibility for contract award.

7.1 Whether the Bidder has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

7.2 Whether the Bidder's record of performance includes factual evidence of failure to satisfy the terms of the Bidder's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

- 7.3 Whether the Bidder is legally qualified to contract with the Arizona Supreme Court, Administrative Office of the Courts and the Bidder's financial, business, personnel, or other resources, including subcontractors,
- a. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 7.4 Whether the Bidder promptly supplied all requested information concerning its responsibility;
- 7.5 Whether the Bid was sufficient to permit evaluation by the Arizona Supreme Court, Administrative Office of the Courts, in accordance with the evaluation criteria identified in this solicitation or other necessary offer components. Necessary bid components include: attachments, documents, or forms to be submitted with the bid, an indication of the intent to be bound, reasonable or acceptable approach to perform the specifications, acknowledged solicitation amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the solicitation;
- 7.6 Whether the Bidder was in conformance with the requirements contained in the specifications, terms and conditions, and instruction for the solicitation including its Amendments and all documents incorporated by reference;
- 7.7 Whether the Bidder limits the rights of the Arizona Supreme Court, Administrative Office of the Courts;
- 7.8 Whether the Bidder includes or is subject to unreasonable conditions, to include conditions upon the Arizona Supreme Court, Administrative Office of the Courts necessary for successful contract performance. The Arizona Supreme Court, Administrative Office of the Courts shall be the sole determiner as to the reasonableness of a condition;
- 7.9 Whether the Bidder materially changes the contents set forth in the Solicitation, which includes the specifications, terms and conditions, or instructions;
- 7.10 Whether the Bidder provides misleading or inaccurate information; and
- 7.11 Whether the respondent has been debarred or suspended;

- 7.12 The respondent's record of performance and integrity;
- 7.13 Whether the respondent meets any other responsibility criteria in the solicitation.

SECTION 2

Instructions and Procedures

1. **Necessary Documents**

Vendors who wish to submit bids for IFB 13-02 shall complete all necessary documentation, as identified.

2. **Specifications**

The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the bid.

3. **Procurement Rules**

The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from the Procurement Officer, Arizona Supreme Court, at the address referenced on the cover page.

4. **Subcontracts**

The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to the IFB. No rights or obligations shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.

5. **Vendor Certification**

By submission of a bid, the vendor certifies that:

- A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
- B. The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other vendor.

6. **Bid Preparation**

- A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, and all instructions. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.

- B. Each vendor shall furnish all information required by the IFB. The vendor should refer to Section 5 which contains the bid submittal documents and Section 8 which is a comprehensive submission checklist, to ensure all required materials have been enclosed.

7. Definitions

- A. Time: If stated as a number of days, will be calendar days.
- B. Shall, Will: Denotes the imperative.
- C. May: Denotes the permissive.
- D. Should: Indicates a preference.
- E. Materials: Means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

8. Explanation to Vendors

Inquiries or questions related to this IFB are to be directed in writing to the contact person specified below. Any verbal or written inquiries directed to anyone other than the contact person below will not be considered. All questions must be submitted by June 7, 2013 to:

Melba Davidson
Arizona Supreme Court
1501 West Washington, Suite 105
Phoenix, Arizona 85007-3231
Email: mdavidson@courts.az.gov
Fax: (602) 452-3735

The questions and responses will be posted to the Arizona Judicial Branch website. Any explanations or clarifications given at the website will be considered added to the IFB provisions. Interested parties must check the website at <http://www.azcourts.gov/adminservices/Procurement.aspx> for such updates.

9. Bid Submission

- A. Sealed bids are due on or before June 20, 2013, at 3:00 P.M. Arizona time to Melba Davidson, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Bids must be in the possession of the Court on or prior to the exact time and date indicated. Late bids will not be considered under any circumstance.
- B. Vendors submitting a bid shall indicate the vendor's name and the IFB number on each page of the document.

- C. Erasures, interlineations, or other modifications in the bid must be initialed by a person authorized to sign the bid and contract.
- D. Bids must be submitted in a sealed envelope with the IFB number and the vendor's name and address clearly indicated on the outside of the package. All bids must be completed in ink or be typewritten.
- E. The vendor must submit one (1) original hardcopy and one (1) copy in digital format of each bid.
- F. All responses and accompanying documentation will become the property of the Court at the time the bids are opened.

10. Public Opening

A public opening of bids will be held at 3:00 P.M. Arizona time on June 20, 2013, at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the amount of each bid, together with the name of each bidder shall be recorded. All other information contained in the bid shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This bid shall be open for public inspection after a contract is entered into. The bidder shall designate any trade secrets or other proprietary information contained in the bid, and where the Judicial Branch Unit concurs, the contents shall remain confidential.

11. Contract Award

Contract(s) shall be entered into with the responsible bidder(s) whose bid is determined to be the most advantageous to the Judicial Branch Unit, taking into consideration the evaluation factors set forth in the IFB.

SECTION 3

Specifications

Items MUST be identified by Brand Name and Model Number if not specified below.

1. Bodyguard LE-10-44 Gram Stream (Model # 44GBGS10QT)
2. Bodyguard LE-10-44-Gram Foam (Model #44GBGF10QT)
3. Bodyguard Inert Stream (Model # 44GINSQT)
4. Nylon, Cordura or equivalent synthetic material Handcuff Cuff Case w/ Belt Loop and Snap
5. Top, Black
6. Leather Handcuff Cuff Case w/ Belt Loop and Snap Top
7. Nylon, Cordura or equivalent synthetic material OC holder with Belt Loop and Snap Top, Black
8. Leather OC holder with Belt Loop and Snap Top
9. Leather Expandable Baton Holder for 21" ASP Baton
10. Smith & Wesson Handcuffs with push pin double locking mechanism (Model # 350135)
11. 21 " ASP Expandable Baton (Model # 52411)
12. 21" ASP "Airweight" Baton (Model #52412)
13. Rotating Sidebreak Scabbard for 21" ASP Baton
14. Red Man Training mats 4' x 8' (Model # MATR4SV-DS)
15. Nylon Equipment/Gun Belt, 1-3/4", Black, Sizes S-XXL
16. Nylon Equipment/Gun Belt, 2", Black, Sizes S-XXL
17. Nylon Belt Keeper, 4 pack, Velcro, Black
18. Leather Double (2 mag. capacity) Magazine Pouch
19. Blackhawk Model Double (2 mag. Capacity) Magazine Pouch
20. Kydex or equivalent synthetic material, Hip Carry, Thumb snap, Black, Belt loop mounted
21. Holsters for Glock Mods. 22, 23 and 27 (R & L Hand)
22. Blackhawk Model Hip Carry, Black, Belt loop mounted Holsters for Glock Mods.
23. 22, 23 and 27 (R & L Hand)
24. Leather Hip Carry, Thumb snap, Belt loop mounted Holsters for Glock Mods. 22, 23 and
25. 27 (R & L Hand)
26. TQ-15 E Targets (23"x35")
27. TQ-19 E Targets (23"x35")
28. Target Backers, cardboard
29. Shooting Earmuff, NPR 30
30. Genesis Shooting Glasses (Clear lens) w/Nylon Case
31. Training Pistol (Inert) configured after Glock Mod. 22. 23 and 27
32. Action Flex padded Shoto Training Knife, 12" **or** equivalent
33. Minimum 180 Lumens tactical Flashlight
34. Safariland Model # (6320, 6325, 6390, 6395) Auto Locking System (ALS) Level 1 Duty Holster for the Glock Mod. 22, 23,27

**SECTION 4
Evaluation Criteria**

1. Two Phases

A. An initial review to determine the responsiveness of the bid the requirements set forth in the IFB. For a bid to be considered responsive, it must meet the following tests:

- (1) A (1) sealed original and (1) digital copy must be in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 3:00 P.M., Arizona time on June 20, 2013.
- (2) Bid must include all required items noted in the Submission Checklist (Section 8).
- (3) Original bid must be in ink or typewritten.

B. An in-depth evaluation will be based upon the following criteria:

2. Criteria

Evaluation Criteria	Relative Importance
A. Price	100%

**SECTION 5
Bid Submittal Documents**

1. Submittal Letter (Use as page 1 of bid)

Ms. Melba Davidson
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Ms. Davidson:

In response to your Invitation for Bids (IFB) number 13-02, the following response is submitted.

In submitting this bid, I hereby certify that:

- 1. The IFB has been read and understood;
- 2. Requirements set forth in the IFB, will be complied with;
- 3. Materials requested in the IFB are enclosed;
- 4. All information provided is true, accurate, and complete to the best of my knowledge;
- 5. This bid is submitted by, or on behalf of, the party that will be legally responsible for product delivery should a contract be awarded.

Signature of Authorized Official	Date
----------------------------------	------

Name of Signatory: _____

Title: _____ Phone: _____

Vendor/Agency Name: _____

Address: _____

Federal Employer ID# or SSN#: _____

2. References (Use as page 2 of bid)

Vendors shall provide three (3) references (Phoenix or Tucson metropolitan areas preferred). Please present the following information for each reference:

- Client:** Identify the client or site as appropriate.
- Contact:** Identify the point of contact.
- Contact information:** Provide the address and telephone number of the contact.
- Project description:** Attach a brief description of service performed for each reference provided.

<u>Client</u>	<u>Contact</u>	<u>Contact Information</u>
1.		
2.		
3.		

(Attach service descriptions)

**SECTION 6
Pricing Sheet**

Please provide a per unit bid for items below. If not bidding on a specified item please note as, not applicable. All orders must be delivered within 30 days after receipt.

***In accord with the IFB Announcement and Specifications contained herein,
Vendor is submitting the following proposed costs:***

1. Bodyguard LE-10-44 Gram Stream (Model # 44GBGS10QT)
Per Unit \$ _____
2. Bodyguard LE-10-44-Gram Foam (Model #44GBGF10QT)
Per Unit \$ _____
3. Bodyguard Inert Stream (Model # 44GINSQT)
Per Unit \$ _____
4. Nylon, Cordura or equivalent synthetic material Handcuff Cuff Case w/ Belt Loop and Snap Top, Black
Per Unit \$ _____
5. Leather Handcuff Cuff Case w/ Belt Loop and Snap Top
Per Unit \$ _____
6. Nylon, Cordura or equivalent synthetic material OC holder with Belt Loop and Snap Top, Black Leather OC holder with Belt Loop and Snap Top
Per Unit \$ _____
7. Leather Expandable Baton Holder for 21" ASP Baton
Per Unit \$ _____
8. Smith & Wesson Handcuffs with push pin double locking mechanism (Model # 350135)
Per Unit \$ _____
9. 21 " ASP Expandable Baton (Model # 52411)
Per Unit \$ _____
10. 21" ASP "Airweight" Baton (Model #52412)
Per Unit \$ _____
11. Rotating Sidebreak Scabbard for 21" ASP Baton
Per Unit \$ _____
12. Red Man Training mats 4' x 8' (Model # MATR4SV-DS)
Per Unit \$ _____

13. Nylon Equipment/Gun Belt, 1-3/4", Black, Sizes S-XXL
Per Unit \$ _____
14. Nylon Equipment/Gun Belt, 2", Black, Sizes S-XXL
Per Unit \$ _____
15. Nylon Belt Keeper, 4 pack, Velcro, Black
Per Unit \$ _____
16. Leather Double (2 mag. capacity) Magazine Pouch
Per Unit \$ _____
17. Blackhawk Model Double (2 mag. Capacity) Magazine Pouch
Per Unit \$ _____
18. Kydex or equivalent synthetic material, Hip Carry, Thumb snap, Black, Belt loop mounted Holsters for Glock Mods. 22, 23 and 27 (R & L Hand)
Per Unit \$ _____
19. Blackhawk Model Hip Carry, Black, Belt loop mounted Holsters for Glock Mods. 22, 23 and 27 (R & L Hand)
Per Unit \$ _____
20. Leather Hip Carry, Thumb snap, Belt loop mounted Holsters for Glock Mods. 22, 23 and 27 (R & L Hand)
Per Unit \$ _____
21. TQ-15 E Targets (23"x35")
Per Unit \$ _____
22. TQ-19 E Targets (23"x35")
Per Unit \$ _____
23. Target Backers, cardboard
Per Unit \$ _____
24. Shooting Earmuff, NPR 30
Per Unit \$ _____
25. Genesis Shooting Glasses (Clear lens) w/Nylon Case
Per Unit \$ _____
26. Training Pistol (Inert) configured after Glock Mod. 22. 23 and 27
Per Unit \$ _____
27. Action Flex padded Shoto Training Knife, 12" **or** equivalent
Per Unit \$ _____
28. Minimum 180 Lumens tactical Flashlight
Per Unit \$ _____

29. Safariland Model # (6320, 6325, 6390, 6395) Auto Locking System (ALS) Level 1 Duty
Holster for the Glock Mod. 22, 23,27
Per Unit \$_____

The Court reserves the right to award and purchase from multiple contracts under this IFB.

**SECTION 7
Product / Service Contract**

The successful bidder will be required to sign a contract containing substantially the same terms and conditions as presented in this Section. Any exceptions to the contract language must be listed in the response. The sample contract terms and conditions provided are subject to change.

Arizona Supreme Court
Administrative Office of the Courts

Bid Number: _____
Vendor: _____

This contract is between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (“Court”), located at 1501 W. Washington, Phoenix, Arizona 85007, and _____, (“Contractor”) at _____ [address] _____.

Recitals

- A. Arizona’s probation system is decentralized, with each of the local adult and juvenile probation departments reporting directly to the presiding judge of the superior court in their respective counties. In accordance with the administrative and supervisory authority established under Article VI, section 3 of the Arizona Constitution, and pursuant to administrative orders of the Supreme Court and the Arizona Code of Judicial Administration, the Administrative Office of the Courts has developed and operates a comprehensive officer safety program. The officer safety program is intended to assist officers to carry out their powers and duties pursuant to Arizona Revised Statutes § 8-205 and 12-253.
- B. The Contractor specializes in law enforcement supplies and is able to provide products specified in this Contract within the time limits established by the Court.
- C. The Court desires to enter into contract with the Contractor to supply officer safety equipment described in Invitation for Bids Number 13-02.

Certification

By execution of this Contract, Contractor certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the

Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

- C. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.
- D. The Contractor agrees to promote and offer to agencies eligible to purchase under this Contract only those materials and/or services as stated in and allowed for under this Contract as Court contract items.
- E. No individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business. This paragraph does not apply to payment of fees for assistance in marketing, installation, and support or for any other purpose in performance of this Contract.

Now, therefore, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

Terms and Conditions

1. **Duration of Contract.** This Contract shall begin on execution and shall terminate on June 30, 2014.
2. **Extension of Term.** The Contract may be extended beyond the basic term by mutual agreement of the parties up to (4) four additional years for an aggregate of (5) five years. To extend the term, the Court shall provide written notice to the Contractor of its desire to extend the Contract not less than 60 days prior to the expiration of the Contract term or any subsequent extension. If both parties agree, any extension shall be effected by an amendment to the Contract signed by both parties. Contract extensions are subject to the availability of funds.
3. **Description of Product / Service.** Contractor shall supply the products outlined and provide the service prescribed in IFB 13-02Section 3, Specifications. Contract price is attached as Exhibit A. Prices are firm throughout the term of the contract / renewals. Price increases resulting from a documented manufacturer / supplier price increase may be allowed at the time of contract extension.
4. **Use of Contract.** In addition to the Court, any Arizona county probation department (Department) or any political subdivision acting on behalf of an Arizona county probation department may obtain services under this contract. If requested, the Contractor will provide such services at the rates and according to the terms specified herein. Once the contractor is selected, a work order or purchase order will be prepared between the Department and the Contractor. The work order or purchase order will refer to this contract and by reference will incorporate all the terms and conditions of this contract. Any attempt to represent any material and/or service as being under contract with the court which is not covered under this contract is a violation of the contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the

court inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

5. **Gratuities.** The Court may, by written notice to the Contractor, terminate the Contract if it is found that gratuities in the form of entertainment, gifts, payment, loan, subscription, advance, deposit of money, services, anything of more than nominal value, present or promised, unless consideration of substantially equally or greater value is received, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Court or the state with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such Contract. In the event this Contract is canceled by the Court pursuant to this provision, the Court shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers shall not be prohibited by this paragraph.
6. **Payment for Services.** A separate invoice shall be issued for each product order and no payment shall be issued prior to product delivery and correct invoice. Payment shall be subject to the provisions of ARS Title 35. The contractor will invoice the Departments using standard vouchers and format instructions approved by the Departments.
7. **Availability of Funds.** Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of the Contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Court for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under the Contract and shall keep the Contractor informed as to the availability of funds. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.
8. **Assignments and Subcontracts.** No rights or obligations shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.
9. **Other Contracts.** The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall cooperate fully with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.
10. **Applicable Law.** The laws and regulations of the State of Arizona, Procurement Rules for the Judicial Branch, and the Arizona Supreme Courts rules prescribing procurement policies and procedures for the Judicial branch shall govern the rights of the parties, the performance of this Contract and any dispute thereunder. Any action or claim relating to this Contract shall be brought in an Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply and do not require an amendment to this Contract.
11. **Amendments.** This Contract shall be modified only by a written Contract amendment signed by persons duly authorized to enter into contracts on behalf of the Court and the Contractor.

12. **Implied Contract Terms.** Each provision of law and **any** terms required by law to be in this Contract are a part of this Contract as is fully stated in it.
13. **Conflicts of Interest.** The Court may cancel this Contract without penalty or further obligation pursuant to ARS §38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Court is or becomes at any time, while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Cancellation shall be effective when written notice from the Court is received by all parties to the Contract unless the notice specifies a later time.
14. **Severability.** If any provision of the Contract is held invalid, illegal, or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
15. **Relationship of the Parties.** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract.
16. **Entire Agreement and Interpretation.** This Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Judicial Branch Procurement Rules is used in this Contract, the definition contained in this code or these rules shall control with the provisions of the Judicial Branch Procurement Rules governing in the case of conflicting terms.
17. **Rights and Remedies.** No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of services, or the payment for services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
18. **Disputes.**
- A. Contract Administrator Procedure. If any dispute arising under this Contract is not disposed of by agreement between the parties within thirty (30) days, then the Court contract administrator identified in this Contract shall decide the dispute in writing and send a copy of the decision to Contractor.
- B. Appeals. If the Court contract administrator's decision is not acceptable to Contractor, the dispute shall be resolved in accordance with the procedures set forth in Supreme Court Administrative Policy 7.04.

C. Continued Performance. The Court and the Contractor agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract that are not affected by the dispute.

19. **Warranties.** Contractor warrants that all material and/or services delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of service specified and any inspection incidental thereto by the Court shall not alter or affect the obligations of the Contractor or the rights of the Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.
20. **Indemnification.** Contractor shall indemnify, defend, and save harmless the Court from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the Court on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the negligence of the Court, or its employees.
21. **Overcharges by Antitrust Violations.** The Court maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Court any and all claims for such overcharges as to the goods or services used to fulfill the Contract.
22. **Force Majeure.**
 - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.
 - B. Force majeure shall not include the following occurrences:
 - 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - 2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give

rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

C. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

23. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
24. **Records Retention and Audit.** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §35-214 and §35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.
25. **Advertising.** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Court.
26. **Facilities Inspection and Materials Testing** The Contract agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs by the State for testing and inspection. If materials are returned, all costs are the responsibility of the Contractor.
27. **Property of the Court.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Court. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Court.
28. **Licenses and Permits.** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Court. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Court.
30. **Patents and Copyrights.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under the Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph, and fully cooperate with the Contractor in the defense and all related settlement negotiations.
31. **Taxes.** The Arizona Supreme Court is exempt from Federal Excise Tax, including the Federal Transportation Tax. The Court will pay all applicable taxes resulting from this Contract or activities hereunder exclusive of taxes based on Contractor's net income. Sales tax, as required, shall be indicated as a separate item on all invoices.
32. **Termination.**
- A. The Court reserves the right to terminate the whole or any part of this Contract due to failure by the Contractor to carry out any material obligation, term or condition of the Contract. The Court will issue written notice to Contractor for acting or failing to act as in any of the following:
- (1) The Contractor provides material that does not meet the specifications of the Contract;
 - (2) The Contractor fails to adequately perform the services set forth in the specifications of the Contract;
 - (3) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
 - (4) The Contractor fails to make progress in the performance of the Contract and/or gives the Court reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.
- B. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response. During the ten day period, the parties will have an opportunity to address the concern. If the response is considered unsatisfactory, the Court will so indicate and participate in continued discussion toward resolving the concern. This process will continue during the ten day period until the concern is adequately addressed. Failure on the part of the Contractor to satisfactorily address all issues of concern by the end of the ten day period may result in the Court resorting to any single or combination of the following remedies:
- (1) Cancel the Contract;
 - (2) Reserve all rights or claims to damage for breach of any covenants of the Contract;
 - (3) Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis confirms a material noncompliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
 - (4) In case of default, the Court reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code. The Court may recover

any reasonable actual excess costs up to the greater of \$100,000 or the purchase price of the equipment or services that are the subject matter of, or directly related to, the cause of action, from the Contractor by:

- (a) Deduction from an unpaid balance;
- (b) Collection against any bid and/or performance bond, or;
- (c) Any combination of the above or any other remedies as provided by law.

33. **Price Reduction.** A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.
34. **Statewide Purchasing.** If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.
35. **Public Record.** This Contract is a public record, available for review, as required by state law.
36. **Criminal History Check.** The Court may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.
37. **Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.**
- A. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”). If this compliance requirement disqualifies any of Contractor’s key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.
 - B. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - C. The Court retains the legal right to audit and inspect the papers of any of Contractor’s employee or subcontractor’s employee who works on the contract to ensure that Contractor’s personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph A.
38. **Non-Discrimination.** The parties agree to comply with State Executive Order No. 2009-09, all applicable court, state and federal laws, rules, regulations and executive orders governing

nondiscrimination. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

39. **Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that the Contractor submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

40. **Shipping - Title and Risk of Loss.** Unless otherwise indicated by the Court, prices shall be F.O.B. Destination to any delivery location in the State of Arizona, in accordance with the Contractor's current shipping practices, using handling methods, equipment, and access routes which are normal for the particular goods. Contractor shall retain title and control of all goods until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The Court will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

41. **No Replacement of Defective Tender.** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the termination clause set forth within this document.

42. **Default in one Installment to Constitute Total Breach.** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Court, shall constitute a breach of the Contract as a whole. Compliance shall conform to the termination clause set forth within this document.

43. **Shipment under Reservation Prohibited.** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Compliance shall conform to the termination clause set forth within this document.

44. **Notices.** Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and Contractor's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Court:

Notice to the Contractor:

Jeanne K. Brandner, Program Manager
 Arizona Supreme Court
 Administrative Office of the Courts
 Juvenile Justice Services Division

1501 West Washington, Suite 337
Phoenix, AZ 85007

ARIZONA SUPREME COURT
Administrative Office of the Courts

[CONTRACTOR'S NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Social Security or Federal
Employer Identification
No. _____

Made in Two Originals

SECTION 8
Submission Checklist

The following materials must be submitted as part of a vendor response:

1. Bid Submittal Letter (see page 12)
2. References (see page 13)
3. Vendor Profile (see page 14)
4. Pricing sheet (see page 15)
5. A description of exceptions (if any) to the sample contract provided in Section 7 of the IFB. Any exceptions to the sample contract terms must be noted in the vendor response; and
6. Additional Data (any additional descriptive/narrative data the vendor wants to submit.