



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 221
Phoenix, Arizona 85007

Request for Qualification

RFQ 11-02

Videography Production Services

August 25, 2011

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court, Administrative Office of the Courts (hereinafter referred to as Court) is soliciting written, sealed proposals for educational video production to include directorial services, crew and equipment for on-site, studio filming, and/or on-location filming.

Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 3:00 P.M. on September 21, 2011 in accordance with the schedule (see below).

This Request for Qualification (RFQ) is being issued solely for the procurement of contracts in which no warranty, express or implied, is made to the contractor(s) by the Court that any services will be purchased during the term of the contract. Any contract(s) awarded pursuant to this RFQ shall state that the services will be purchased only on an "as needed" basis. The specific tasks, deliverables, and costs for services purchased under any contract(s) awarded pursuant to this RFQ shall be detailed in a written work order, signed by both parties.

It is the intention of the Court to award contracts for a two-year period with options to extend for additional years, pending availability of funds and satisfactory contractor performance. Multiple contracts may be awarded.

The public opening will be conducted at 3:00 P.M. on September 21, 2011 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Proposers' Conference

A proposers' conference will not be held.

3. Proposal Schedule

<u>Activity</u>	<u>Date</u>
a. Request for Qualification (RFQ) published	August 25, 2011
b. Written questions due from vendors	September 7, 2011
c. Response to written questions from vendors	September 14, 2011
d. Proposal due date*	September 21, 2011

The Court reserves the right to deviate from this schedule. Notice of any changes will be posted to the Arizona Judicial Department's website at: <http://www.courts.az.gov/adminservices/procurement.aspx>.

***Proposals received after 3:00 P.M., Arizona Time on September 21, 2011 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

4. Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible offerer(s) whose proposals are determined in writing to be most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Qualification. The Court reserves the right (prior to contract award) to inspect a vendor's facilities and to consider other sources of information to determine evaluation scores.

No other factors or criteria may be used in the evaluation. 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 proposal if a competing offerer 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 offerers who adequately meet the Court's specification and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFQ does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFQ. Multiple contracts may be awarded.

5. Proposal Discussions

Discussions may be conducted with responsible offerers who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assume full understanding of, and responsiveness to, the solicitation requirements. Offerers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerers.

6. Americans with Disabilities Act

People 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.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Vendors who wish to submit proposals for RFQ 11-02 shall complete all necessary documentation as identified in Section 5 of this Request for Qualification.
2. 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 proposal.
3. 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 in accordance with the provisions of the Arizona Revised Statutes 41-2501.E 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 Melba Davidson, Arizona Supreme Court at the address referenced on the cover page.
4. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFQ, and shall disclose all such agreements.
5. Vendor Certification. By submission of a proposal, 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 proposal 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. Preparation of the Proposal

- 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 RFQ. The vendor should refer to Section 5, which contains the proposal submittal checklist, to ensure all required materials have been enclosed.
- C. Time, if stated as a number of days, will be calendar days.

7. Explanation to Proposers

Any inquiries/questions related to this RFQ are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by 5:00 P.M., Arizona Time on September 7, 2011 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 question and response will be posted to the Arizona Judicial Department's website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.azcourts.gov/adminservices/procurement.aspx>.

8. Submission of Proposal

- A. Sealed proposals are due on or before 3:00 P.M., Arizona Time on September 21, 2011 to Melba Davidson, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFQ number and the offerer's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be

typewritten.

- C. The offerer must submit one original and 5 copies of each proposal.
- D. Offerers submitting a proposal shall indicate the offerer's name and the RFQ number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.

9. Public Opening

A public opening of proposals shall be held at 3:00 P.M. on September 21, 2011 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Contract

The contract(s) shall be entered into with the responsible vendor(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit, taking into consideration the evaluation factors set forth in the RFQ.

A sample of the contract terms the Court anticipates signing with each successful bidder is included in Appendix B. Vendor must indicate in their response any objections to the standard terms and conditions contained in this sample contract. It is anticipated that a more general contract will be signed with each of the successful bidders, and the details regarding an individual production will be described in a court work order, a copy of which is also included in Appendix B.

SECTION 3 SPECIFICATIONS

1. **Introduction**

The Arizona Supreme Court owns a teleconference studio, located in the State Courts Building at 1501 W. Washington, Phoenix. The Education Services Division is tasked with managing this studio and is its main customer. Annually,

the division averages 10 live webcasts to over 100 receiving sites at courts statewide. Additionally, the studio is utilized by other divisions within the Administrative Office of the Courts and other state agencies for video production and/or conducting live webcasts.

A list of equipment located in the studio and a copy of video and audio schematic drawings are included in Appendix A.

2. Statement of Work

Video Production Services

The Court is seeking a vendor(s) to produce quality educational videos used to train court employees and the public on agency specific content. Courses must apply adult learning principles in their design. Video production includes consultation at pre-production meetings, creating opening and closing graphics, directing, providing crew and equipment, video and audio control, lighting, makeup, live and real-time tape production and editing, live and tape closed captioning, creating original video rendering or recording, and editing the video for final distribution. The Court may also require vendor to provide consultation on creative treatment and design, scripts and script writers and talent. The Court may distribute information via internet, VHS, CD-ROM or DVD format. Occasionally, the Court will require vendor(s) to videotape scenarios and digitize them for use in e-learning projects.

3. Deliverables

3.1 Video Production Services

Vendors who submit responses to perform video production services must include the following in their submittal:

- Daily, ½ day and/or flat rate, including travel and expenses for the following crew members:
 - Director
 - Camera operator
 - Audio technician
 - Computer Graphics operator
 - Tape operator
 - Lighting technician
 - Floor director
 - If additional crew members are required, please indicate title, function and any price differences.
 - Script writers
- Services should include
 - Attendance by Director at 2-3 planning meetings
 - Feedback for set designs

- Pre-taping and editing of content to roll
 - Set-up and tear-down of Court studio
 - 1-3 hours live webcast
 - List of equipment and rental charges necessary, if additional equipment is required
 - Creation and editing of introductory and closing graphics and video roll-in
 - Final deliverable in digital format
- Résumés of potential director and crew members listed above.
 - Rate for editing video into a finished deliverable.
 - At least one sample product produced for another customer.

.4. Evaluation Criteria

In awarding this contract, all of the following factors will be considered:

- 4.1 Cost/Price
- 4.2 Demonstrated knowledge and experience in subject area or vendor's ability and prior experience in performing the services
- 4.3 Quality of product and vendor performance at other businesses/agencies
- 4.4 Experience working with governmental agencies.

5. Compliance with Contract Terms

Vendors must identify all terms and conditions in the sample contract with which they are not able to comply. Otherwise, it is assumed that all applicable terms and conditions as specified therein are acceptable to the vendor.

6. Related Services

Vendors must attach a separate sheet to detail the nature and cost of any other related services they will or could provide which are not already listed.

SECTION 4 PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposal (RFQ). For a proposal to be considered responsive, it must meet the following tests:

- A. A sealed original and 5 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 3:00 P.M., Arizona Time on September 21, 2011.
 - B. The proposal must include all required items on the Proposal Submittal Checklist.
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criteria	Relative Importance
A. Cost/Price	35%
B. Demonstrated knowledge and experience in subject area and offerer's ability and prior experience in performing the services	35%
C. Quality of product and vendor performance at other businesses/agencies	25%
D. Experience working with governmental agencies	5%

3. Potential vendors may be asked to participate in an interview or demonstration at some point during the evaluation process.
4. Potential vendors may request an appointment to view and assess the available equipment located in the broadcast studio at 1501 West Washington, Phoenix, AZ. Please call Beth Asselin at 602-452-3060 for an appointment.

SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS

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

For all responses:

1. Proposal Submittal Letter (see page 9)
2. Three references (see page 10)
3. Vendor Profile (see page 11)

4. A description of exceptions (if any) to the terms and conditions provided in Appendix B. Any exceptions taken to these terms and conditions must be noted in the proposal.
5. Additional Data (any additional descriptive/narrative data the vendor wants to submit
6. Cost analysis
7. Resumes
8. Sample video

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

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 Request for Qualification (RFQ) number 11-02, the following response is submitted for videography production services.

In submitting this proposal, I hereby certify that:

1. the RFQ has been read and understood;
2. the materials requested by the RFQ are enclosed;
3. all information provided is true, accurate, and complete to the best of my knowledge;
4. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

Signature of Authorized Official _____ Date _____

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES

(Use as page 2 of proposal)

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

CLIENT NAME: Identify the name of the client or site as appropriate.

CONTACT NAME: Identify who the point of contact at the client or site should be.

CONTACT INFORMATION: Provide the address and telephone number where the client or contact can be reached.

<u>CLIENT NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT INFORMATION</u>
--------------------	---------------------	----------------------------

1. _____

2. _____

3. _____

VENDOR PROFILE

(Information can be on a separate sheet)

What are the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contact with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

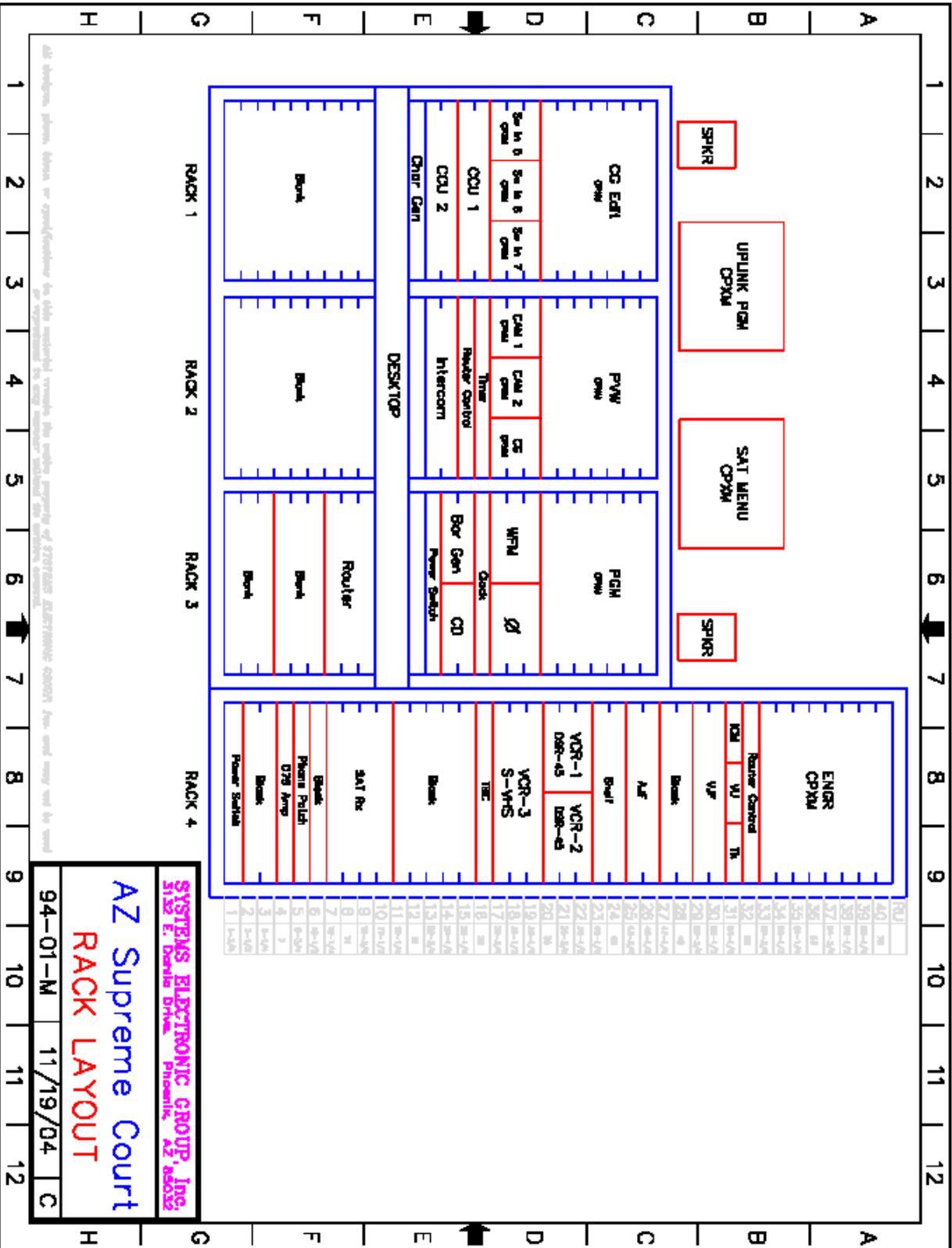
Comment on any partnership(s) with other vendors.

APPENDIX A



Arizona Supreme Court
Broadcast Studio
Equipment List

Item #	Quantity	Manufacturer	Model	Description
1	1	Sigma	HPX-88SV	8x8 stereo & video routing system
2	1	Sigma	HSY-88	Master Control Panel, 8x8, 1RU
3	1	Sigma	HSB-8	Single bus control panel, 1 RU
4	1	Panasonic	AG-MX70	8 input professional digital A/V mixer
5	1	Panasonic	BT-H1390Y	13" high grade color monitor
6	1	FEC	RKBM13	Custom rackmount kit
7	2	TotVision	LCD-501X3	3 units LCD-501 in 19" standard rack mount panel
8	1	ESE	ES-363UP	Up/down timer with rack mount
9	1	ESE	ES-194UP	Master clock with rack mount
10	1	Winsted	K8478	Three bay 24 1/2" (14U) slope consoles with tapped rails
11	1	Winsted	V8777	30"D 70" vertical rack. Includes sides, top and base
12	4	Winsted	85289	Tapped rails fro front and rear of rack
13	6	Winsted	85285	Tapped rails
14	2	Winsted	86071	2U universal rack mount stationary shelves
15	2	Winsted	86073	3U universal rack mount stationary shelves
16	2	Sony	DXC-327A	Cameras, lens
17	2	JVC	5-VHS	Recorders
18	2	Sony		Digital recorders
19	1	Videonics		Character generator
20	1	Listec		Teleprompter
21	2	Canon	Ms22M	Studio controls
22	2	Sony	DXF51	Viewfinders
23	2	LS70		Tripods
24	2	DL-5S		Dollies
25	1	Lowell	TO-96	Light kit
26	8	Lowell		Scissor mounts
27	5	Clearmcom		headsets

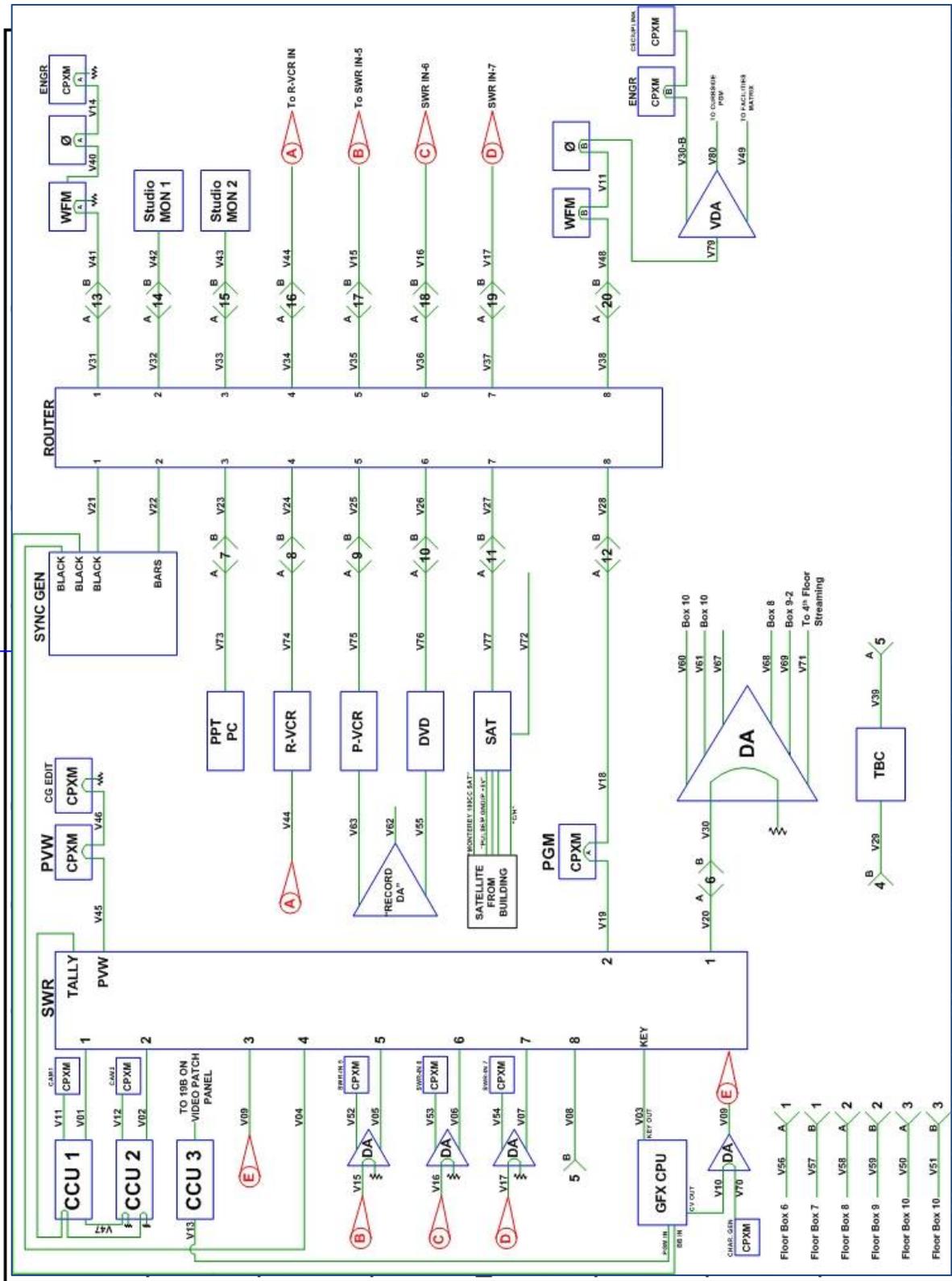


SYSTEMS ELECTRONIC GROUP, Inc.
 5132 E. Denair Drive
 Phoenix, AZ 85032
AZ Supreme Court
RACK LAYOUT
 94-01-M 11/19/04 C

AZ Supreme Court

8 x 8 Router

<u>SOURCE</u>		<u>DESTINATION</u>
BLACK	1	Engineering Monitor (A)
BARS	2	Studio Monitor 1
PC	3	Studio Monitor 2
VCR-1	4	Record VCRs IN
VCR-2	5	Switcher In-5
S-VHS	6	Switcher In-6
SAT	7	Switcher IN-7
SWR PGM	8	CSC / Uplink



APPENDIX B

Please Note: Successful bidders will be required to sign a contract in substantially the same form as the sample contract presented in this Appendix. Any objections to this sample contract shall be identified in vendor's response. Otherwise, it is assumed that all applicable terms and conditions as specified herein are acceptable to the vendor.

1. SAMPLE CONTRACT FOR VIDEO PRODUCTION

Arizona Supreme Court Administrative Office of the Courts

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

Purpose and Use

The purpose of this Contract is to establish general terms and conditions for the provision of certain educational videotaping services for the Arizona courts on an "as needed" basis. The Court intends to award multiple contracts that will allow it to order services from any qualified vendor as the need arises. Contractor is not guaranteed any work under this contract.

- A. **Terms of Contract.** This contract shall begin upon execution and terminate on _____ unless extended. The Contract may be extended beyond the basic term by mutual agreement of the parties. To extend the term, Court shall provide written notice to Contractor of its desire to extend the contract not less than 10 days prior to the expiration of the Contract term or any subsequent extension. If both parties agree, any extension shall be memorialized in an amendment to this Contract signed by both parties. Contract extensions are subject to the availability of funds.
- B. **Description of Services.** In connection with the production of an educational videotape titled _____, the Contractor shall be responsible for all pre-production production and post-production services. The Court requires project approval regarding program format and content, at the following stages: final video script, selection of on/off camera talent, shooting site selection, music selection, video mix prior to addition of music and final product approval. If shoot occurs in a local court or court building, Detention Center, Probation Facility, Judicial Training Facility, etc. Court requires at least one staff member to be present. Any changes in previously approved format and content that are requested by the Court will be the financial responsibility of the Court. These services, which shall meet all professional standards, are described below.

PRE-PRODUCTION SERVICES

- Minimum of one planning session with Court to discuss lesson objectives, audience characteristics, logistics, script, talent, staging, wardrobe and related issues
- Contractor will provide equipment and materials for on-site video shoot including, but not limited to: digital or beta format video cameras, appropriate tapes, preview and capture controls and equipment, tripods, rollers, digital or SLR still cameras with lenses, memory, lights, stands, filters, microphones, headsets, audio controls, power and video and audio cables, extension cords, batteries, gaffers tape, etc.

- Obtain or work with Court to obtain all photographs, visuals and props, including costumes, if required by the script

PRODUCTION SERVICES

- Provide all crew (i.e. production director, director of photography, gaffer, audio mixer and production assistant) to videotape judge(s), scenarios, procedural sequences, etc. as defined by Court
- Use Court supplied script or lesson plan as basis for copy and audio remarks in the videotape
- Provide for crew transportation and field-related services including meals and lodging, if necessary, as required for one, two or more days of shooting on location
- Provide miscellaneous production crew services as required
- Provide all audio recording services including dubbing or voice-overs and addition of music track if appropriate
- Shoot field production video in digital or broadcast beta format
- Shoot digital or SLR professional grade still photography to create photographs of judge(s), courtrooms, courtroom participants, etc. as required by script or project
- Contractor and production crew will arrive at 8:00AM for camera and lighting set-up. Editing will take place following the video/still photography shoot at the contractor's offices, using contractor owned equipment.

POST PRODUCTION SERVICES

- Final edit in DVCAM format (either size) or D2
- Contractor agrees that editing will not exceed _____ billable hours and will be completed using Contractor's equipment
- Provide and add all required music for use in videotape
- Produce custom digital graphics as required by script
- Provide two (2) copies of DVCAM or VHS preview dubs for final approval purposes
- Deliverable is two (2) Copies of DVCAM or Master Tape with ensured professional quality transfer capability to court's ½" VHS format

The fixed price for the completed video production will be \$_____. The deliverable for this contract is two (2) copies of DVCAM or Master Tape with ensured professional quality transfer capability to Court's ½" VHS format or for inclusion in a CD-ROM based training application.

The cost for editing will be \$_____.

The total cost for this project will be \$_____.

- C. **Payment for Services.** The Court agrees to pay the Contractor \$_____ for the services described herein. All travel and other expenses are included within this amount. Contractor shall submit a detailed invoice for services rendered at the conclusion of the work. Documentation, where appropriate, must accompany each invoice submitted. Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. Court shall process and remit payment to Contractor within 30 days of the date of receipt of Contractor's invoice.
- D. **Copyrights and Ownership of Material.** By virtue of payment for services rendered under this contract, the Contractor hereby grants the Court and its assigns all rights, title and interest in and to all data, materials or work products produced or created as a result of this contract.
- E. **Confidentiality.** The parties acknowledge that this Contract and supporting documents are public records subject to the requirements of Supreme Court Rule 123. Any provision requiring non-disclosure is limited to the extent necessary to comply with that rule. In the event a public records request is received for information which Contractor has designated as confidential or proprietary, the Court will notify Contractor as soon as possible.

- F. **Use of Materials.** Subject to applicable state and federal laws and regulations, the Court shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all materials and information from the educational session.
- G. **Recordkeeping.** Contractor shall create and retain financial records and other documents relevant to this contract for a period of not less than five years from the ending date of this contract. The Court or its auditor shall have access to such records during the retention period.
- H. **Documents.** The RFQ and Contractor's Response are incorporated by reference and made a part of this Contract. In the event of a conflict between these documents, they shall be interpreted in the following order of precedence:
1. This Contract
 2. The RFQ
 3. The Contractor's Response
- I. **Indemnification.** Contractor shall indemnify, defend, and save harmless the Court from any and all third party 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 the Court on account of loss of or damage to any property or for injuries to or death of any person, caused by or arising out of a breach of representation or warranty herein, 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. Indemnification obligations hereunder shall be subject to the party seeking indemnification (a) promptly notifying the indemnifying party of a claim or threatened claim covered by such indemnification, (b) tendering sole control of the defense and settlement of such claim to the indemnifying party (provided that the indemnifying party shall not enter into any settlement agreement that adversely affects the indemnified party without the indemnified party's prior written consent) and (c) cooperating fully with such defense and/or settlement at the indemnifying party's expense.
- J. **Insurance.** Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State, and rated at least "A - VII" in the current A.M. Best's, the minimum insurance coverage below:

a. Minimum scope and limits of insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, Arizona Supreme Court and their Departments, Employees and Officers, Agencies, Boards, and Commissions shall be named as Additional Insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, Arizona Supreme Court and their Departments, Employees and Officers, Agencies, Boards, and Commissions for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, Arizona Supreme Court and their Departments, Employees and Officers, Agencies, Boards, and Commissions for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Description of Services of this contract.

b. Additional insurance requirements The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, Arizona Supreme Court and their Departments, Employees and Officers, Agencies, Boards, and Commissions wherever additional insured status is required such additional insured's shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

c. Certificates of Insurance acceptable to the Court shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, Arizona Supreme Court and their Departments, Employees and Officers, Agencies, Boards, and Commissions as Additional Insured's for liability coverages. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

d. The Court reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of the contract. Upon such request, contractor shall deliver the requested information within ten (10) calendar days.

e. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the Court may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Court or the State of Arizona shall be repaid by the Contractor upon demand, or the Court may offset the cost for the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the Court. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State of Arizona, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

f. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Court, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

K. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Contractor. Contractor shall in turn provide such notice within five (5) days to Court. Such notice shall be sent directly from Contractor to the Court's representative and shall be sent by certified mail, return receipt requested.

L. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Court in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

M. **Verification of Coverage:** Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Court's representative. The contract number and project description shall be noted on the certificate of insurance. The Court reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

N. **SUBCONTRACTORS:** In the event that subcontractors are used by Contractor to provide the services, then Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Court separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

O. **Termination**

The Court may terminate this Contract under any of the following conditions:

a. **General Procedure.** The Court, in addition to other rights set forth elsewhere in the Contract, reserves the right to terminate this Contract, in whole, or in part, without cause, effective ten (10) days after mailing written notice of termination by certified mail, return receipt requested,

to the Contractor. In the event of termination, the Contractor shall stop all work as specified in the notice of termination and immediately notify all subcontractors in writing to do the same. Contractor shall be paid the Contract price for all services and items completed up to the date of termination, and shall be paid its reasonable, actual costs for work in progress as determined by generally accepted accounting principles and practices. Upon such termination, the Contractor shall deliver to the Court a complete set of all documents, programs, and other information described in the Contract.

b. Undue Influence. The Court may, by written notice to the Contractor, also terminate this Contract if it is found that gratuities in the form of entertainment, gifts, 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 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. If the Contract is terminated under this section, 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.

c. Conflicts of Interest. The Court may cancel this Contract without penalty or further obligation to the State pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Court is received by all parties to this Contract, unless the notice specifies a later time.

P. Default

a. General Procedure. The Court, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract, in whole or in part, effective ten (10) days after mailing written notice of termination by certified mail, return receipt requested, to Contractor, if it is determined that the Contractor has failed to perform any requirements of this Contract or has failed to make satisfactory progress toward performance. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

b. Alternative Services. In the event the Court terminates this Contract in whole or part as provided in this section, the Court may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated, and unless the Contractor is a governmental agency, instrumentality, or subdivision thereof, it shall be liable to the Court for any excess costs incurred by the Court in obtaining such similar services.

c. Partially Completed Videotapes and Other Documentation. If this Contract is terminated as provided herein, the Court, in addition to any other rights provided in this section, may require the Contractor to transfer title to and deliver to the Court, in the manner and to the extent directed by the Court, such partially completed videotapes or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated. Payments for completed videotapes and other documentation delivered to and accepted by the Court shall be at the Contract price. Payment for partially completed videotapes and other documentation delivered to and accepted by the Court shall be in an amount agreed upon by the Contractor and the Court.

Q. Disputes.

- a. General Procedure.** If any dispute arising under the Contract is not disposed of by agreement between the parties then the contract administrator identified in the notice section of this Contract shall decide the dispute in writing and send a copy of the decision to Contractor. The contract administrator's decision may be appealed according to Supreme Court Administrative Policy 7.04. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract in accordance with the contract administrator's decision.
- b. Arbitration.** After exhausting applicable administrative reviews, the parties agree to use arbitration where the sole relief sought is monetary damages of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest and costs, pursuant to A.R.S. § 12-1518.
- R. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes there under. Contractor shall comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under ARS §38-511.
- S. **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 this 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 this 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.
- T. **Licenses and Permits.** Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
- U. **Independent Contractor Status.** Contractor is an independent contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the State of Arizona or the Court.
- V. **Failure to Waive Compliance.** Acceptance by Court of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.
- W. **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 Contract if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.
- X. **Undue Influence.** The Court may terminate this Contract if the Court finds that gratuities in the form of entertainment, gifts, 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 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 a Contract. If the Contract is terminated under this section, 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 of the Contractor is not prohibited by this paragraph.

- Y. **Conflicts of Interest.** The Court may cancel this Contract, within three years after its execution, without penalty or further obligation to the State pursuant to A.R.S. 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court was at the time or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee, contractor or consultant of the Contractor in any capacity. Cancellation shall be effective when the Contractor receives written notice from the Court, unless the notice specifies a later time.
- Z. **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.
- AA. **Non-Discrimination.** The parties agree to comply with all applicable court, state and federal laws, rules, regulations and executive orders governing nondiscrimination, including the Americans with Disabilities Act, equal employment opportunity, immigration, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.
- BB. **Termination and Breach.** The Court may terminate this contract on 30 days written notice. Failure of Contractor to perform any services as required by this contract shall constitute a breach of the contract. In the event of a termination or a breach by Contractor, the Contractor shall be reimbursed only for the value of services actually performed.
- CC. **Amendments and Waivers.** Amendments to the Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of the Contract shall be waived or modified without a written amendment to the Contract.
- DD. **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.
- EE. **Subcontracts.** No rights or obligations under this Contract shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.

FF. 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:
Administrative Office of the Courts
1501 W. Washington #
Phoenix, AZ 85007
Attn: _____

NOTICE TO THE CONTRACTOR:

ARIZONA SUPREME COURT
Administrative Office of the Courts
1501 West Washington
Phoenix, AZ 85007

CONTRACTOR
Contractor's Company
Street Address
City, State and Zip Code

By: _____

[Court]

Title: _____

Date: _____

By: _____

[Contractor]

Title: _____

Date: _____

Social Security or Federal
Employer Identification No. _____

2. SAMPLE WORK ORDER

The following work is hereby ordered pursuant to the Contract dated _____
by and between the ARIZONA SUPREME COURT and _____ ("Contractor").

The Contractor agrees to perform the work described and under the terms set forth in the attached
proposal dated _____ for _____ ("Project").

As payment for this Project, the undersigned Court will pay Contractor as follows:

Contractor shall submit a detailed invoice for services rendered. Documentation, where appropriate,
must accompany each invoice submitted. Court will provide the Contractor with a contract number and
the Contractor will reference the number on all invoices. Court shall process and remit payment to
Contractor within 30 days of the date of receipt of Contractor's statement or invoice.

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 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 not acceptable alternative.

ORDERED BY:

ACCEPTED BY:

("Court")

("Contractor")

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Federal Employer I.D. No: _____

ORDERED ON BEHALF OF:

Title _____

By _____

Date _____

*****AOC USE ONLY*****

Starting Date: _____ Ending Date: _____

AOC Contact: _____

Maximum Amount Payable: \$ _____ Fund: _____

Any other payment or encumbrance instructions: _____