



ARIZONA SUPREME COURT

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

Request for Qualification

RFQ 03-04

Court Systems and Case Management
Review and Evaluation Consultants

May 16, 2003

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**SECTION 1
INTRODUCTION AND OVERVIEW**

1. Introduction

The Arizona Supreme Court, Administrative Office of the Courts (hereinafter referred to as the Court) is soliciting written, sealed responses from qualified vendors who wish to be pre-qualified to provide court systems and case management review, evaluation, and improvement recommendation consultation services to Arizona courts on an “as needed” basis and to establish an hourly rate of compensation for such services. Vendors who wish to submit a sealed response based upon the specifications and conditions in this document shall submit it by June 17, 2003 at 3:00 P.M. 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, expressed 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 up to two additional years, pending availability of funds and satisfactory contractor performance. Multiple contracts may be awarded.

The public opening will be conducted on June 17, 2003 at 3:00 P.M. at the Arizona State Courts Building, 1501 West Washington Street, Conference Room 230, Phoenix, Arizona.

2. Bidders’ Conference

No bidders’ conference will be held.

3. Schedule

Activity	Date
a. Request for Qualification (RFQ) Published	May 16, 2003
b. Response Due Date*	June 17, 2003
c. Public Opening Date	June 17, 2003

The Court reserves the right to deviate from this schedule.

* **Responses received after June 17, 2003 at 3:00 P.M. will be accepted but will not be opened and will not be taken into consideration in the evaluation of responses.**

4. Evaluation

Following the public opening, responses will be evaluated based upon the criteria outlined in Section 4 of this document. Contracts shall be entered into with responsible offerers whose responses are determined in writing to be the most advantageous to the Judicial Branch 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.

This RFQ does not commit the Court to award any contract or to pay any costs incurred in the preparation of responses. The Court reserves the right to accept or reject, in whole or in part, all responses submitted and/or to cancel this RFQ. All contracts awarded are subject to the availability of funds. Multiple contracts may be awarded.

5. Discussions

Discussions may be conducted with responsible offerers who submit responses 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. Offerers shall be accorded fair treatment with respect to any opportunity for discussion and revision of responses, 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 responses 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) 542-9329 or text telephone (TDD) 542-9545.

SECTION 2
INSTRUCTIONS AND PROCEDURES

1. Vendors who wish to submit responses for RFQ 03-04 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 response.
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 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 Don Bentley, 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 response, 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 response 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 Response
 - 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 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 June 5, 2003 to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 221
Phoenix, Arizona 85007-3231
Email: dbentley@supreme.sp.state.az.us
Fax: (602) 542-9735

The question and response will be posted on the Arizona Judicial Branch'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.supreme.state.az.us/rfp>.

8. Submission of Response

- A. Sealed responses are due on or before June 17, 2003 at 3:00 P.M., Arizona time, to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 221, Phoenix, Arizona 85007-3231. Responses must be in the actual possession of the Court on or prior to the exact time and date indicated. Late responses will not be considered under any circumstances.
- B. **Responses 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 responses must be completed in ink or be typewritten.
- C. The offerer must submit one original and five copies of each response.
- D. Offerers submitting a response shall indicate the offerer's name and the RFQ number on each page of the document.
- E. Erasures, interlineations, or other modifications in the response must be initialed by a person authorized to sign the response and contract.

9. Public Opening

A public opening of responses shall be held on June 17, 2003 at 3:00 P.M., at the Arizona State Courts Building, 1501 W. Washington Street, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the response 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 response documents shall remain confidential.

10. Offerers submitting responses shall furnish satisfactory evidence of acceptable insurance coverage prior to the commencement of work. Acceptable insurance coverage is defined in Section 6, Contract, of this document.

SECTION 3 SPECIFICATIONS

Article 6, Section 3, of the Arizona Constitution grants administrative supervision over all the courts of the State to the Supreme Court. The Supreme Court is also responsible for administering several state-funded or authorized programs. In carrying out its constitutional and statutory responsibilities, the Supreme Court, through the Administrative Office of the Courts, provides administrative support and technical assistance to Arizona's courts, and intends to contract with qualified court systems and case management review, evaluation, and improvement recommendation consultants to provide professional services to any of Arizona's courts on an "as needed" basis.

Offerers should be able to show knowledge of criminal, civil, family, juvenile and/or appellate court operations and case processing and management, in part or in total, and all related aspects (both automated and manual) and experience/expertise in qualitative and quantitative data collection, research, and analysis in those courts. Offerers should be familiar with the strategic agenda, goals, and operations of Arizona's courts. Offerers should also be aware that varying and/or multiple computerized information systems exist that may not easily link to each other.

The term "court systems and case management review, evaluation, and improvement recommendation consultant services" is being used generically to refer to independent, unbiased review, evaluation, assessment and/or analysis of a criminal, civil, family, juvenile and/or appellate court, in part or in total, including its court operations, caseflow, case management methodology, any ancillary services, best practices and local and state rules of procedure. The specific type of service required will typically not be known exactly until the need for the service arises.

The court systems and case management review, evaluation, and improvement recommendation consultant(s) will focus on backlog reduction and administrative, organizational, and case management redesign by assisting judges, court administrators, and clerks of court in (a) assessing dynamics of case processing, possible areas of delay and overlapping services, (b) identifying impediments to efficiency, consistency and quality, both individually and collectively, (c) analyzing impact of redesigning court systems and case management activities on the court and other law-related agencies, and (d) making recommendations for improvement. Recommendations for improvement (a) must emphasize judicial/staff education (for all judicial officers and for key court staff), (b) should reflect the individual and collective needs of judges and the Court, (c) should assist in the development and implementation of best practices, (d) should encourage statewide rules of procedure (e) should improve case management, procedure and quality within the courts emphasizing continuing effort to increase citizen access to, and their transition through, the courts and case processes.

Features of the desired court system and case management review or evaluation include, but are not limited to:

identification of the key events and timelines in processing cases
identification of overlapping services
determination of the age range (measured from filing) of the cases and how this is to be monitored
determination of the number of cases in which a continuance was the last recorded action and the means to control continuances
observations made in the elapsed time between events
identification of current system weaknesses/strengths
implementation of differential case management and its role
integration of alternative dispute resolution methods and related benefits and challenges
integration and effective, efficient use of ancillary services
identification of the number of times a case is referred to ancillary services
data entry code standardization and statistics storage and generation-analysis of assets and deficiencies
judicial commitment/attitude
early resolution of motion and early court intervention in each case/early exchange of discovery
strategic plan implementation
effective and efficient use of court resources
integration of clerk of court and judicial responsibilities and systems
existence and effectiveness of processes for continuous improvement
provision of meaningful assistance for self-represented litigants

**SECTION 4
EVALUATION CRITERIA**

Responses will be evaluated in two phases:

1. An initial review for compliance with the submission of required items as listed on the Submittal Checklist (see Section 5). Responses that are deemed non-responsive will be eliminated from further consideration.
2. An in-depth analysis and evaluation based upon the following criteria. The evaluation criteria are listed in order of relative importance:

<u>EVALUATION CRITERIA</u>	<u>RELATIVE IMPORTANCE</u>
A. Demonstrated knowledge and experience in subject area and offerer's ability and prior experience in performing the services, with preference (more points) being given for demonstrated experience and expertise with the Arizona Court System.	55%
B. Cost/Price	25%
C. Response to topic specific and approach inquiries in the Vendor Profile	20%

**SECTION 5
SUBMITTAL DOCUMENTS**

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

1. Response Submittal Letter (see page 10)
2. Three references (see page 11)
3. Vendor Profile (see page 13)
4. Proposed Staff Identification

Identify (by name and job title) the proposed staff that would be involved in the performance of services outlined in this RFQ. Include credentials and resumes describing the background and experience of proposed staff, as well as each individual's ability and experience in conducting proposed activities.

5. Pricing Sheet

The response should include a proposed cost or price per hour of service.

Multiple hourly costs may be proposed to reflect varying levels of expertise, responsibility and activity of proposed staff. Direct costs (e.g., travel, postage and printing) should not be included in the proposed hourly cost. Any contract(s) awarded shall include a provision stating those travel expenses, if any, necessary for and incurred in the performance of services shall be reimbursed to the contractor in accordance with the Arizona Judicial Branch Travel Reimbursement Policy.

If by mutual agreement of the Court and the contractor, it is in the collective interest to contract certain projects at a fixed fee with specific scope and deliverable, such work orders may be negotiated.

6. A description of exceptions (if any) to the Consulting Services Contract provided in Section 6 of the RFQ. Any exceptions to the Consulting Services Contract must be noted in the vendor response.
7. Additional Data (any additional descriptive/narrative data the vendor wants to submit).

RESPONSE SUBMITTAL LETTER
(Use as page 1 of response)

Mr. Don Bentley
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 221
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Qualification (RFQ) number 03-04 , please accept the following.

In submitting this response, 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 response 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#: _____

REFERENCES
(Use as pages 2 and 3 of response)

Vendors shall provide at least three (3) references. Please provide the following information for each reference along with a separate attachment describing the services performed including a copy of any final report that may have been provided:

- DATE:** Identify the date(s) of the engagement.
- CLIENT NAME:** Identify the name of the client or court site as appropriate.
- CONTACT NAME:** Identify who the point of contact at the client or court site should be.
- CONTACT INFORMATION:** Provide the address and telephone number where the client or contact can be reached.



1. **DATE:** _____
CLIENT NAME: _____
CONTACT NAME: _____
CONTACT INFORMATION: _____

2. **DATE:** _____
CLIENT NAME: _____
CONTACT NAME: _____
CONTACT INFORMATION: _____

3. **DATE:** _____

CLIENT NAME: _____

CONTACT NAME: _____

CONTACT INFORMATION: _____

VENDOR PROFILE

(Information can be on a separate sheet)

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

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

Who in your company is authorized to negotiate a contract with us? (Please provide a name, title, direct telephone number, e-mail address, fax number, and mailing address).

Provide a brief history of your company.

Identify any special credentials, memberships or affiliations which pertain to the company's record and/or reputation in performing court systems and case management reviews, evaluations and improvement recommendation consultation services.

Identify special services, expertise or capabilities the company possesses which would enhance the company's value to the court.

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

Provide the company's most recent annual report and financial statement.

Comment on any partnerships(s) with other vendors.

What is your prior experience with court systems and case management reviews, evaluations and improvement recommendation consultation? Include a copy of any final report that may have been prepared as a result of performing these consultations.

What is your prior experience with criminal, civil, family, juvenile and/or appellate court operations and case processing and management, in part or in total, and all related aspects (both automated and manual) and experience/expertise in qualitative and quantitative data collection, research, and analysis in those courts?

What is your experience working with high-volume courts? Do high volume courts present any unique challenges?

What is your experience working with specialized courts? Do specialized courts present any unique challenges?

What is your experience in working with family courts/domestic relations divisions in courts? Do family courts/domestic relations divisions present any unique challenges?

Do you have prior experience working with Arizona Courts? With the Arizona Administrative Office of the Courts? If so, please describe, including dates and contacts.

Please list any articles or publications you have authored, or to which you have made significant contribution, concerning the subject of court systems and/or case management.

Please list other court-related articles or publications you have authored, or to which you have made significant contribution.

What initial data do you recommend collecting to analyze a court's current system and case management activity and how do you recommend collecting it? If this information can be retrieved via contract labor hired specifically for this purpose, how many hours do you estimate would be

needed to perform the data collection. (Provide an answer for a small court/large volume court.)

Please identify the major stumbling blocks you believe a court faces in redesigning a court system and case management approach and describe your strategies to overcome identified obstacles.

Describe your recommended approach to a project for one of Arizona's rural counties. Please separate your response into the following categories: initial data collection, analysis and redesign, implementation and evaluation.

Describe your recommended approach to a project for one of Arizona's urban counties. Please separate your response into the following categories: initial data collection, analysis and redesign, implementation and evaluation. (This is for a large volume court system.)

Outline your estimated time frame for completing the court systems and case management activity study for a large volume court system and a small, rural court system through the evaluation phase.

SECTION 6

CONTRACT

Arizona Supreme Court
Administrative Office of the Courts

CONSULTING SERVICES CONTRACT

Court Systems and Case Management Review and Evaluation Consulting Services

This Contract is made by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("Court"), located at 1501 W. Washington Street, Phoenix, Arizona 85007, and _____, ("Contractor") at _____ *[address]*.

PURPOSE

The purpose of this Contract is to establish general terms and conditions for the provision of certain consulting services for the Court on an "as needed" basis. By Request for Qualification 03-04 (incorporated herein by reference), the Court invited proposals for the pre-qualification of vendors capable of providing court systems and case management review and evaluation consulting services. The Court intends to award multiple contracts that will allow any Arizona court to order services as the need arises, without formal bidding procedures.

USE OF THIS CONTRACT

CONTRACTOR IS NOT GUARANTEED ANY WORK UNDER THIS CONTRACT. When the Court determines to purchase these services, it will contact at least three of the qualified vendors and request a project proposal. After the successful vendor is selected, a work order (Attachment B) will be prepared and signed by the parties based on the service needs and the successful vendor's proposal. The work order will refer to this Contract, and will incorporate all the terms of this Contract. The work order will also contain additional terms, primarily dealing with the services to be provided, the schedule and payment provisions. In the event of conflicts between the terms of this Contract and the work order, the terms of the work order will govern.

TERM OF CONTRACT

This Contract shall begin upon _____ and terminate on _____. The Court reserves the option to extend this Contract for two additional years pending availability of funds and subject to satisfactory Contractor performance.

DESCRIPTION OF SERVICES

The services provided by Contractor to an individual court may, at the court's option, include but not be limited to one or more of the following services: independent, unbiased review, evaluation, assessment and/or analysis of criminal, civil, family, juvenile and/or appellate court operations and case processing and management, in part or in total, and all related aspects (both automated and manual) to any of Arizona's courts on an "as needed" basis. The specific tasks and deliverables shall be detailed in a written work order signed by the parties. Additionally, if by mutual agreement of the Court and Contractor, it is in the collective interest to contract certain projects at a fixed fee with specific scope and deliverable, such work orders may be negotiated.

The court systems and case management review, evaluation, and improvement recommendation consultant(s) will focus on backlog reduction and administrative, organizational, and case management redesign by assisting judges, court administrators, and clerks of court in (a) assessing dynamics of case processing, possible areas of delay and overlapping services, (b) identifying impediments to efficiency, consistency and quality, both individually and collectively, (c) analyzing impact of redesigning court systems and case management activities on the court and other law-related agencies, and (d) making recommendations for improvement. Recommendations for improvement (a) must emphasize judicial/staff education (for all judicial officers and for key court staff), (b) should reflect the individual and collective needs of judges and the Court, (c) should assist in the development and implementation of best practices, (d) should encourage statewide rules of procedure (e) should improve case management, procedure and quality within the courts emphasizing continuing effort to increase citizen access to, and their transition through, the courts and case processes.

Features of the desired court system and case management review or evaluation include, but are not limited to:

- identification of the key events and timelines in processing cases
- identification of overlapping services
- determination of the age range (measured from filing) of the cases and how this is to be monitored
- determination of the number of cases in which a continuance was the last recorded action and the means to control continuances
- observations made in the elapsed time between events
- identification of current system weaknesses/strengths
- implementation of differential case management and its role
- integration of alternative dispute resolution methods and related benefits and challenges
- integration and effective, efficient use of ancillary services
- identification of the number of times a case is referred to ancillary services
- data entry code standardization and statistics storage and generation-analysis of assets and deficiencies
- judicial commitment/attitude

- early resolution of motion and early court intervention in each case/early exchange of discovery

- strategic plan implementation
- effective and efficient use of court resources
- integration of clerk of court and judicial responsibilities and systems
- existence and effectiveness of processes for continuous improvement
- provision of meaningful assistance for self-represented litigants

STATEWIDE PURCHASING

Any Arizona court obtaining services described in this Contract for an Arizona court is an authorized user of services under this Contract. A particular court can purchase under this Contract if it has the authority to do so. The Court cannot insure that any particular court has the necessary authority. Each court should determine whether the applicable procurement rules will permit the court to purchase under the Contract.

Contractor agrees to provide such services at the Contract prices (contracted hourly rates) and under the Contract terms. An authorized user may engage the Contractor to perform specific work under this Contract by soliciting at least three written proposals. The higher the anticipated cost of the services, the greater the need for an authorized user to demonstrate that the process used to select a particular vendor is competitive. The authorized user's selection should be the vendor who submits the proposal that is most advantageous to the authorized user. The Contractor's proposal shall detail the work plan, including assigned staff, deliverables, timeframes and a "not to exceed" cost for the engagement. The authorized user and Contractor shall enter a written work order that provides terms and conditions of the engagement not inconsistent with the Contract and incorporates the successful proposal by reference. All obligations undertaken in such a work order are obligations of the authorized user and not an obligation of the Court unless the Court requests the engagement and executes the work order. Such a work order is subject to termination by the authorized user under the termination provisions of this Contract.

Any attempt to represent any services 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 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.

PAYMENT SCHEDULE

The authorized user shall pay the Contractor no more than the "not to exceed" cost proposed for the engagement, in accordance with the proposed work plan and the hourly rates established in the Contractor's proposal attached as Attachment A to this Contract and incorporated herein by reference. The parties may negotiate a fixed price for an engagement. The total amount paid under this Contract shall include all services and related expenses such as travel charges, per diem costs, and all applicable taxes. Travel expenses, if any, necessary for and incurred in the performance of services shall be reimbursed to the Contractor in accordance with the current version of the Arizona Judicial Branch Travel Reimbursement Policy, incorporated herein by reference. Payment shall be made upon completion of all work and upon the submission of an invoice by the Contractor. Subject to the availability of funds, the authorized user shall process and remit to Contractor within 30 days of the date of receipt of the Contractor's statement or invoice a warrant for payment of services.

AVAILABILITY OF FUNDS

Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provision of this Contract shall become effective only when funds appropriated for the purpose of compensating Contractor actually become available to the authorized user for disbursement. The chief executive of the authorized user shall be the sole judge and authority in determining the availability of funds under this Contract and shall keep the Contractor informed of the availability of funds. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

CHANGE PROCEDURES

The following procedure will be used to manage changes in the scope, schedule and cost of work to be performed under any work order not expected to cause the cost of the engagement to exceed the “not to exceed price” or to cause the completion date of the engagement to be delayed.

1. The party requesting the change will deliver a written description of the change to the other party’s designee, including the rationale and the effect the change will have on the project cost, schedule and other terms of this agreement, if known.
2. The party receiving the change request will review the proposed change and accept or reject it. If rejected, the change request may be abandoned, modified and resubmitted by either party or the parties may jointly determine the need for and scope of the change and agree on the impacts. If accepted, the change will be implemented and the deliverable or other documents or terms affected shall be modified accordingly.
3. Written approval of the change by the designated officials of the parties constitutes authorization to proceed with the work required by the change.

CERTIFICATION

By execution of this Contract, Contractor certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. 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.
3. 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.

4. 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.
5. 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.

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, 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.

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 dispute thereunder. Any action 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.

ARIZONA PROCUREMENT CODE

The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Supreme Court Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (Judicial Branch Procurement Rules) are incorporated as a part of this document as if fully set forth herein.

ENTIRE AGREEMENT

The Contract contains the entire agreement between the Court and the Contractor concerning the subject transaction and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

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.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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.

SEVERABILITY

If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

RELATIONSHIP OF 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, and taxes or Social Security payments shall not be withheld from a Court payment issued hereunder.

INTERPRETATION

This Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. 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 Arizona procurement code or 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.

ASSIGNMENT - DELEGATION

No right or interest in this Contract shall be assigned by the Contractor or the Court without prior written permission of the other party, and no delegation of any duty of the Contractor or the Court

shall be made without prior written permission of the other party. The Court and the Contractor will not unreasonably withhold approval and will notify the other of its position within 15 days of receipt of written notice by the other. Any attempt to assign any of the rights, duties or obligations of this Contract, or otherwise assign any item acquired under this Contract, without such consent is void.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Court. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Court shall not unreasonably withhold approval and shall notify the Contractor of the Court's position within 15 days of receipt of written notice by the Contractor.

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 materials or services, or the payment for materials or 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.

DISPUTES

- 1. 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.
- 2. 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.
- 3. 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.

WARRANTIES

Contractor warrants that all material, service or construction delivered under this Contract shall

conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction 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.

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.

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.

FORCE MAJEURE

1. 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.
2. Force majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's

plant or elsewhere, or an oversold condition of the market.

- b. 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.
3. 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.

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.

RECORDS

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. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the Supreme Court or any agency doing business under this Contract. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.

ADVERTISING

Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Court. The Court shall not unreasonably withhold permission.

RIGHT TO INSPECT PLANT

The Court may, at reasonable times, and at the Court's expense, inspect the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or

to be awarded, in accordance with the Judicial Branch Procurement Code.

INSPECTION AND ACCEPTANCE

All material, service and construction are subject to final inspection and acceptance by the Court. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the termination clause set forth in this document.

EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the Court and shall not be used or released by the Contractor or any other person except with prior written permission of the Court.

LIENS

All goods, services and other deliverables supplied to the Court under this Contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the Court. Upon request of the Court, the Contractor shall provide a formal release of all liens.

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.

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 of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Services Office, Inc. Form CG25031185, issued on an occurrence basis and endorsed to add the State of Arizona and Arizona Supreme Court as Additional Insureds with reference to this contract. The policy shall include coverage for:
 - Bodily Injury
 - Broad Form Property Damage (including completed operations)
 - Personal Injury
 - Blanket Contractual Liability

- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract
 - Fire Legal Liability
2. Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and Arizona Supreme Court as Additional Insureds with reference to this contract.

3. Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for the state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions providing services in the Description of Work of this contract and, if a specified professional liability policy is determined to be applicable by the Court, shall include one or more of the following type(s) of Professional Liability policies:

- Directors and Officers
- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional

The State of Arizona and Arizona Supreme Court shall be named as Additional Insureds as their interests may appear. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

5. 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 10 calendar days.

6. 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 and Arizona Supreme Court as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the Court. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.
7. 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.

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.

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.

OTHER CONTRACTS

The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall reasonably cooperate with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

TERMINATION

1. 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:
 - a. The Contractor provides material that does not meet the specifications of the Contract;
 - b. The Contractor fails to adequately perform the services set forth in the specifications of the Contract;
 - c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
 - d. 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.

2. 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:
 - a. Cancel the Contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the Contract;
 - c. 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;
 - d. 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:
 - (1) Deduction from an unpaid balance;
 - (2) Collection against any bid and/or performance bond, or:

(3) Any combination of the above or any other remedies as provided by law.

PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

PUBLIC RECORD

This Contract is a public record, available for review, as required by state law.

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 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.

ARIZONA SUPREME COURT
Administrative Office of the Courts

[CONTRACTOR'S NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Social Security or Federal
Employer Identification
No. _____

ATTACHMENT A

CONTRACTOR

PROPOSAL

ATTACHMENT B

SAMPLE WORK ORDER

WORK ORDER

The following work is hereby ordered pursuant to the Consulting Services 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:

("Court")

By _____

Title _____

Date _____

ACCEPTED BY:

("Contractor")

By _____

Title _____

Date _____

Federal Employer I.D. No: _____

ORDERED ON BEHALF OF:

By _____

Title _____

Date _____

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

Starting Date: _____ Ending Date: _____

AOC Contact: _____

Maximum Amount Payable: \$ _____ Fund: _____

Any other payment or encumbrance instructions: _____