



# ARIZONA SUPREME COURT

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

Request for Proposals

RFP 06-03

Certification Examination Development, Revision and  
Validation

October 17, 2006

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## SECTION 1 INTRODUCTION AND OVERVIEW

### 1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is requesting proposals from qualified bidders for the development, revision and validation of licensing examinations in the Certified Reporter, Confidential Intermediary, Defensive Driving, Fiduciary, Legal Document Preparer and Private Process Server Programs. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by November 3, 2006 at 3 PM Arizona Time in accordance with the schedule below.

The public opening will be conducted on November 3, 2006 at 3 PM Arizona Time at the Arizona State Courts Building, 1501 W. Washington, Conference Room 227, Phoenix, Arizona.

### 2. Proposers' Conference

No proposers' conference will be held.

### 3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	October 17, 2006
b. Deadline to Submit Written Questions	October 25, 2006
c. Response to Written Questions/RFP Amendments	October 27, 2006
d. Proposal Due Date*	November 3, 2006

The Court reserves the right to deviate from this schedule.

**\* Proposals received after November 3, 2006 at 3 PM Arizona Time 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 bidder(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 Request for Proposals. 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 bidder 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 bidders who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFP 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 RFP. Multiple contracts may be awarded.

## **5. Proposal Discussions**

Discussions may be conducted with responsible bidders who submit proposals 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. Bidders 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 bidders.

## **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. **Necessary Documents.** Vendors who wish to submit proposals for RFP 06-03 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
2. **Specifications.** The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. **Procurement Rules.** The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court 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 Don Bentley, Arizona Supreme Court at the address referenced on the cover page.
4. **Subcontractors.** The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, 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 RFP. 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 Bidders**

Any inquiries/questions related to this RFP 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 PM Arizona Time on October 25, 2006 to:

Don Bentley, Procurement Officer  
Arizona Supreme Court  
1501 West Washington, Suite 221  
Phoenix, Arizona 85007-3231  
Email: dbentley@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.supreme.state.az.us/rfp>.

**8. Submission of Proposal.**

A. Sealed proposals are due on or before 3 PM Arizona Time on November 3, 2006 to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 221, 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 RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.

C. The vendor must submit one original and 4 copies of each proposal.

D. Vendors submitting a proposal shall indicate the vendor's name and the RFP 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 PM Arizona Time on November 3, 2006 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 227. 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 RFP.

### SECTION 3 SPECIFICATIONS

#### 1. **Revise and Validate Existing Examinations.**

The vendor shall consult with the applicable Board Members (“Boards”), staff from the Administrative Office of the Courts (“Staff”), and content experts (“Experts”) as identified by the Boards and Staff, and work collaboratively to revise and develop additional items for the item pools of existing examinations for the Certified Reporter, Confidential Intermediary, Fiduciary, Legal Document Preparer and Private Process Server Programs based on revisions to the applicable Arizona Revised Statutes, court rules, and relevant sections of the respective Arizona Codes of Judicial Administration. The vendor will validate each updated examination. The vendor shall review various relevant materials as provided by Staff. The updated examinations are for administration to applicants for initial certification and are not required to be taken by certified individuals at renewal. The vendor shall meet and confer with the individuals necessary to update the examination and protocol for administration, grading and maintenance. The vendor agrees to provide the following services:

- a. Review and Revision of Examinations.** Review the job analysis, test specifications and validation report for the Confidential Intermediary, Certified Reporter, Fiduciary and Legal Document Preparer examinations. Conduct a job analysis, develop test specifications for the Private Process Server examination and validate the examination. Re-identify the cut scores for all five examinations based on examination experience, re-determine the examination specifications and ensure the examinations match the specifications. Review the examinations for common faults in item-writing and determine if other item reviews have been performed. Recommend modifications to the current examinations as necessary. Assist Staff in revising the draft examinations to ensure validity.
- b. Item Development and Multiple Versions.** Assist Staff in developing additional items for the item pool and multiple versions of each examination for each program with the goal of each version of the examination containing at least 50 percent unique items. The items shall exhibit content validity based on the materials provided to the vendor. Assist in revising all versions of the existing examinations for each program using multiple-choice, true-false and possibly essay items based on the core topics of the minimum standards necessary for each program.
- c. Study Guide.** Create a brief study guide for each program when a study guide has not already been created or review and revise the current study guide for each program when a study guide already exists. The study guides

shall be developed to assist applicants in preparing for the examination administration. Current study guides may be reviewed on the Certification and Licensing Websites at [www.supreme.state.az.us/cld](http://www.supreme.state.az.us/cld).

- d. Administration of Examinations.** Develop written directions for administering the examinations when written directions have not already been developed or revise the current written directions for each program when written directions already exist. Create a manual for the standardized administration of the examinations.
- e. Passing Scores.** Apply a criterion-referenced passing score procedure to re-determine the passing score for the existing examinations, if necessary.
- f. Time Frame.** Services described in subparagraphs (a) through (e) must be completed according to the following schedule:
- |                                   |                   |
|-----------------------------------|-------------------|
| Certified Reporter Program        | January 15, 2007  |
| Fiduciary Program                 | January 15, 2007  |
| Legal Document Preparer Program   | January 15, 2007  |
| Confidential Intermediary Program | October 1, 2007   |
| Private Process Server Program    | November 15, 2007 |
- g. Grading.** Assist, at Staff's option, in obtaining services for optical scanning of the examinations or assume responsibility for optical scanning and verify the scoring accuracy.
- h. Maintenance of Examinations.** Provide item-banking services to store the items.
- i. Post Administration Analysis.** Perform item analysis to include a determination of the reliability and difficulty of the examinations. Conduct post administration analysis of item responses from the first two administrations of each version of the examinations, to determine the difficulty, discrimination and frequency of response on each examination item. Determine the reliability of examination scores and other descriptive statistics of examination scores. Recommend modifications to the examinations, based on the review and post examinations analysis.
- j. Validation Report.** Prepare a final summative technical report detailing the methodology, process and procedures used to develop legally defensible and valid examinations and include recommendations for improvement of the examinations.
- k. Support.** Provide support to staff for refinements and modifications to the examinations and perform ongoing support for two test administration cycles

for each examination to include consultation, additional analyses, and as a resource for examination issues.

- I. **Expert Witness Testimony.** Provide five (5) days of expert witness services for legal proceedings related to services performed, if necessary.

## 2. **Development of Defensive Driving Examination.**

The vendor shall consult with Staff and Experts as identified by Staff and work collaboratively to develop at least two versions of a Defensive Driving examination. Effective November 1, 2007, all new applicants for certification as a Defensive Driving instructor must pass the examination to qualify for certification. Effective November 1, 2009, all currently certified Defensive Driving instructors must pass the examination to qualify for renewal of their certification. The examination will be based on the applicable Arizona Revised Statutes, court rules, and relevant sections of the Arizona Code of Judicial Administration. The vendor will validate each examination and determine cut scores based on examination experience. The vendor shall review various relevant materials as provided by Staff. The vendor shall meet and confer with the individuals necessary to develop the examination and protocol for administration, grading and maintenance. The vendor agrees to provide the following services:

- a. **Project Initiation Meeting.** Meet with the Experts and Staff to establish the scope and timelines of development of the job analysis.
- b. **Job Analysis.** Identify the tasks performed by Defensive Driving Instructors and the knowledge, skills and abilities that underline the core competencies of practice for Defensive Driving Instructors.
- c. **Examination Specifications.** Identify the subject matter areas for the examination content and weighting, and present these to Staff for approval before beginning item development.
- d. **Item Development.** Train and assist the item writers (the Experts and Staff) in developing and documenting items for the examination.
- e. **Multiple Versions.** Publish multiple forms of the examination and assist the Experts and Staff in determining the number of items for the examinations. Each version of the examination should contain at least 50 percent unique items. The items shall exhibit content validity based on materials provided to the vendor. Assist in the preparation of at least two versions of examinations for the Defensive Driving Program using multiple-choice, true-false and possibly essay items based on the core topics of the minimum standards necessary for the program.

- f. **Study Guide.** Create a brief study guide for the examination to assist applicants and certificate holders in preparing for the examination administration.
- g. **Administration of Examination.** Develop written directions for administering the examination including a manual for standardized administration of the examination.
- h. **Passing Scores.** Apply a criterion-referenced passing score procedure to establish the passing score for the examination.
- i. **Time Frames.** Services described in subparagraphs (a) through (h) must be completed by July 1, 2007.
- j. **Grading.** Assist, at Staff's option, in obtaining services for optical scanning of the examinations or assume responsibility for optical scanning and verify the scoring accuracy.
- k. **Maintenance of Examination.** Provide item-banking services to store the items.
- l. **Post Administration Analysis.** Perform item analysis to include a determination of the reliability and difficulty of the examinations. Conduct post administration analyses of item responses from the first two administrations of each version of the examinations, to determine the difficulty, discrimination and frequency of response on each examination item. Determine the reliability of examination scores and other descriptive statistics of examination scores.
- m. **Validation Report.** Prepare a final summative technical report detailing the methodology, process and procedures used to develop legally defensible and valid examinations; include recommendations for improvement of the examination program.
- n. **Support.** Provide support to staff for refinements and modifications to the examination and perform ongoing support for two test administration cycles for the examination to include consultation, additional analyses, and as a resource for examination issues.
- o. **Expert Witness Testimony.** Provide five (5) days of expert witness services for legal proceedings related to services performed, if necessary.

**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 Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
  - A. A sealed original and 4 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than 3 PM Arizona Time on November 3, 2006.
  - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 5).
  - 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.

<b>Evaluation Criteria</b>	<b>Relative Importance</b>
A. Qualifications and Experience	45%
B. Price	30%
C. Quality of Work Samples	25%
Total	100%

## **SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS**

### Proposal Submittal Checklist

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

1. Proposal Submittal Letter (see page 14)
2. Three references (see page 15)
3. Vendor Profile (see page 16)
4. Proposal pricing sheet with a fixed price for all services (see Section 3 of the sample contract on page 20)
5. A description of exceptions (if any) to the sample contract terms provided in Section 6 of the RFP. Any exceptions to the sample contract terms must be noted in the vendor response.
6. List and description of similar projects completed
7. Samples of relevant work products
8. Narrative description of qualifications and experience
9. Additional Data (any additional descriptive/narrative data the vendor wants to submit.

**PROPOSAL SUBMITTAL LETTER**  
**(Use as page 1 of proposal)**

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 Proposals (RFP) number 06-03, the following response is submitted

In submitting this proposal, I hereby certify that:

- 1. the RFP has been read and understood;
- 2. my company will comply with the requirements set forth in the RFP;
- 3. the materials requested by the RFP are enclosed;
- 4. all information provided is true, accurate, and complete to the best of my knowledge; and
- 5. 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. 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.
  - PROJECT DESCRIPTIONS** Attach brief descriptions of projects performed for the references provided.
- 

<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 is 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 contract 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.

**SECTION 6  
SAMPLE CONTRACT**

**Arizona Supreme Court  
Administrative Office of the Courts**

**PERSONAL SERVICES CONTRACT**

This Contract is made by and between the ARIZONA SUPREME COURT, herein referred to as "Court," located at 1501 W. Washington, Phoenix, Arizona 85007, and \_\_\_\_\_, herein referred to as "Contractor," a \_\_\_\_\_ doing business at \_\_\_\_\_.

**Recitals**

1. The Certification and Licensing Division of the Arizona Supreme Court, of the Administrative Office of the Courts ("AOC") develops and administers certification and licensing programs for the Arizona Supreme Court including the administration of certification examinations. Division staff develops rules and policies including qualification requirements, training, continuing education, codes of conduct, and disciplinary processes. These rules are codified in the Arizona Code of Judicial Administration ("ACJA") Part 7: Administrative Office of the Courts, Chapter 2: Certification and Licensing Programs. The Certification and Licensing Division Programs include: certification of confidential intermediaries pursuant to A.R.S. § 8-134 and ACJA § 7-203; certification of fiduciaries pursuant to A.R.S. § 14-5651 and ACJA § 7-202; certification of private process servers pursuant to A.R.S. § 11-445(H) and ACJA § 7-204; certification of defensive driving schools and instructors pursuant to A.R.S. §§ 28-3395 through -3399 and ACJA § 7-205; certification of reporters pursuant to A.R.S. § 32-4001 and ACJA § 7-206; and certification of legal document preparers pursuant to Rule 31, Rules of the Supreme Court and ACJA § 7-208.

In order to become certified in the various professions and occupations, applicants must take and pass written examinations which are administered and maintained by the Certification and Licensing Division.

The ACJA Sections related to the Certification and Licensing Division Programs have been amended. In addition, there have been recent statutory amendments related to some but not all of the programs within the Certification and Licensing Division. All of these amendments require review and modification of existing examinations. There is also a need to develop additional items for the item pools for each examination and to develop an examination for the Defensive Driving Program, as currently one does not exist. All examinations administered through the Certification and Licensing Division are required to be validated.

2. The Contractor specializes in examination development and validation and can perform the work specified in this Contract within the time limits established by the Court.
3. The Court desires to employ the Contractor to perform the services described in Request for Proposal No. 06-03.

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

### **Terms and Conditions**

#### **1. Duration of Contract.**

- a. Duration. This Contract shall begin on execution and shall terminate on June 30, 2008.
- b. Extension of Term. The Contract may be extended beyond the basic term by mutual agreement of the parties. To extend the term, the Court shall provide written notice to the Contractor of its desire to extend the Contract not less than 60 days prior to the expiration of the Contract term or any subsequent extension. If both parties agree, any extension shall be effected by an amendment to the Contract signed by both parties. Contract extensions are subject to the availability of funds.

#### **2. Description of Services.**

The Contractor agrees to perform the following services:

- a. Revise and Validate Existing Examinations.

The Contractor shall consult with the applicable Board Members ("Boards"), staff from the Administrative Office of the Courts ("Staff"), and content experts ("Experts") as identified by the Boards and Staff, and work collaboratively to update and revise examinations for the Certified Reporter, Confidential Intermediary, Fiduciary, Legal Document Preparer and Private Process Server Programs based on revisions to the applicable Arizona Revised Statutes, sections of the respective Arizona Codes of Judicial Administration and court rules. The Contractor will conduct a job analysis for the Private Process Server examination and will validate each updated examination. The Contractor shall review various relevant materials as provided by Staff. The Contractor shall meet and confer with the individuals necessary to update the examination and protocol for administration, grading and maintenance. The Contractor agrees to provide the following services as specified in the Request for Proposals and incorporated by reference herein:

- (1) Review and Revision of Examinations;
- (2) Item Development and Multiple Versions;
- (3) Study Guide;

- (4) Administration of Examinations;
- (5) Grading;
- (6) Maintenance of Examinations;
- (7) Post Administration Analysis;
- (8) Validation Report;
- (9) Support; and
- (10) Expert Witness Testimony.

Services described in subparagraphs (1) through (4) above shall be completed according to the following schedule:

Confidential Intermediary Program	October 1, 2007
Certified Reporter Program	January 15, 2007
Fiduciary Program	January 15, 2007
Legal Document Preparer Program	January 15, 2007
Private Process Server Program	November 15, 2007

Services described in subparagraphs (5) through (8) above shall be completed according to the following schedule:

Confidential Intermediary Program	January 1, 2008
Certified Reporter Program	April 30, 2007
Fiduciary Program	April 30, 2007
Legal Document Preparer Program	April 30, 2007
Private Process Server Program	February 15, 2008

Services described in subparagraphs (9) and (10) above shall be provided and completed throughout the term of the contract to June 30, 2008.

b. Development of Defensive Driving Examination.

The Contractor shall consult with Staff and Experts as identified by Staff, and work collaboratively to develop at least two versions of a Defensive Driving examination. The examination will be based on applicable Arizona Revised Statutes, court rules and sections of the Arizona Code of Judicial Administration. The Contractor will validate each examination. The Contractor shall review various relevant materials as provided by Staff. The Contractor shall meet and confer with the individuals necessary to develop the examinations and protocol for administration, grading and maintenance. The Contractor agrees to provide the following services as specified in the Request for Proposals and incorporated by reference herein:

- (1) Project Initiation Meeting;
- (2) Job Analysis;
- (3) Examination Specifications;

- (4) Item Development and Multiple Versions;
- (5) Study Guide;
- (6) Administration of Examination;
- (7) Cut Score;
- (8) Grading;
- (9) Maintenance of Examination;
- (10) Post Administration Analysis;
- (11) Validation Report;
- (12) Support; and
- (13) Expert Witness Testimony.

Services described in subparagraphs (1) through (8) above shall be completed by July 1, 2007. Services described in subparagraphs (9) through (11) shall be completed by October 1, 2007. Services described in subparagraphs (12) and (13) above shall be provided and completed throughout the term of the contract to June 30, 2008.

**3. Payment for Services.**

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provisions of A.R.S. Title 35. The Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. The Court will make every effort to process payment for the purchase of goods or services within (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment for deliverables subject to approval shall be made within 30 days following acceptance. Any amount that is due after (30) calendar days will be considered past due. Upon receipt of deliverables according to the time frames specified in paragraphs 2(a) and (b) of this contract, the Court shall pay the Contractor the amounts listed below:

<b>DELIVERABLE DUE DATE</b>	<b>AMOUNT (SUM)</b>	<b>PERCENTAGE OF TOTAL CONTRACT</b>
January 15, 2007		15%
April 30, 2007		15%
July 1, 2007		20%
November 15, 2007		30%
February 15, 2008		10%
June 30, 2008		10%
<b>Total</b>		<b>100%</b>

- e. Method of Payment. The Contractor shall submit a statement or invoice for services performed at the conclusion of each phase of the work to be performed. Subject to the availability of funds, the Court shall process and remit to the Contractor within 30 days of the date of receipt of the Contractor's statement or

invoice a warrant for payment of services. The Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices.

- f. Maximum Payments. The total amount paid under this Contract shall not exceed (\$\_\_\_\_\_ ) and shall include all services and related expenses such as travel charges, per diem costs and all applicable taxes.

**4. 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 the 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 the Contractor in anticipation of funding.

5. **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.
6. **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.
7. **Other Contracts.** The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall cooperate fully with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.
8. **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 this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this Contract. Persons requesting such information shall be referred to the

Court. The Contractor also agrees that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of the Contractor as required for the performance of duties under the Contract, except upon the prior, written consent of the Court. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.

9. **Ownership of Information.** Title to all reports, information, or data, prepared by the Contractor in performance of this Contract shall vest with the Court. 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 such information.
10. **Visitation and Inspection.** Court representatives or other appropriate agents of the state or federal government shall, with timely notice to the Contractor, be entitled to review and inspect the Contractor's facilities, its program operation, and those records which pertain to the program funded by this Contract during the term of this Contract. Any reports prepared pursuant to this section shall be made available to the Contractor upon request.
11. **Books and Records.**
  - a. Retention. The Contractor shall retain and shall require its subcontractors to retain all financial books, records, and other documents relevant to this Contract for five years after final payment or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the Court shall have full access to, and the right to examine, copy, and make use of any and all said materials.
  - b. Adequacy of Records. The Contractor shall reimburse the Court for services that are not adequately supported and documented in the Contractor's books and records for work performed under this Contract.
12. **Financial Audit.** At any time during the term of this Contract, the Contractor's financial operations related to this Contract may be audited by the Court, by auditors designated by the Court, or by any other appropriate agency of the state or federal government.
13. **Evaluation.** The Court may evaluate any services provided by the Contractor and may assess the Contractor's progress and success in achieving the goals and objectives described in the service section of this Contract. Evaluation reports shall be made available to the Contractor upon request.
14. **Technical Assistance.** The Court, upon request, shall provide technical assistance to the Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within the Court's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the Contract.
15. **Indemnification.** The Contractor agrees to defend, indemnify, and save harmless the State of Arizona and its departments, agencies, boards and commissions, and

all its officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs, and expenses of whatsoever kind or nature arising out of, resulting from, or which would not have occurred or existed but for the negligence of the Contractor, its employees, or its agents.

**16. 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. 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 issued on an occurrence basis and endorsed to add the State and the Court as Additional Insureds with reference to this contract. The policy shall include coverage for:

- (1) Bodily Injury;
- (2) Broad Form Property Damage (including completed operations);
- (3) Personal Injury;
- (4) Blanket Contractual Liability;
- (5) 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; and
- (6) Fire Legal Liability.

b. 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 and the Court as Additional Insureds with reference to this contract.

c. Workers Compensation and Employers Liability insurance as required by the State 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. This coverage does not apply to any contractor exempt under A.R.S. § 23-901 where the contractor executes an appropriate waiver.

- d. 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. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.
- e. 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, the Contractor shall deliver the requested information within 10 calendar days.
- f. 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 and the 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 30 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.
- g. 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 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. The Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

**17. 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 thirty (30) 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. The 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.

#### **18. 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 the Contractor, if it is determined 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 Reports. 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 state, in the manner and to the extent directed by the Court, such partially completed reports 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 reports and other documentation delivered to and accepted by the Court shall be at the Contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Court shall be in an amount agreed upon by the Contractor and the Court.

#### **19. Recoupment of Contract Payments.**

- a. Unearned Funds. Any unearned Court funds that have been paid to the Contractor and remain in its possession at the end of the Contract period, or at the time of termination of the Contract, shall be refunded to the Court within thirty (30) days thereafter.

- b. Inappropriate Expenditures. The Contractor shall reimburse the Court for all Contract funds expended which are determined by the Court or the Auditor General not to have been spent by the Contractor in accordance with the terms of this Contract.
- c. Audit Exceptions. If state or federal audit exceptions are made relating to this Contract, the Contractor shall reimburse all costs and fees of whatever nature incurred by the State of Arizona and the Court associated with defending against the audit exception or performing an audit or follow-up audit.

## **20. 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 the 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, the 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 ten thousand dollars (\$10,000) or less, exclusive of interest and costs, pursuant to A.R.S. Sec. 12-1518.

## **21. Patents and Copyrights.** The Contractor will, at its expense, defend the Court against any claim that any item furnished under this Contract infringes a patent or copyright in the United States or Puerto Rico. The Contractor will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Court will give the Contractor prompt written notice of any such claim and allow the Contractor to control, and fully cooperate with the Contractor in, the defense and all related settlement negotiations.

If the use of any item furnished under this Contract becomes, or the Contractor believes is likely to become, the subject of such a claim, the Court will permit the Contractor, at the Contractor's option and expense, either to secure the right for the Court to continue using the item or to replace it or modify it so that it becomes non-infringing so long as the item continues to meet the specifications of the original Contract. However, if neither of the foregoing alternatives is available on terms which are reasonable in the Contractor's judgment, the Court will return the item upon the Contractor's written request. The Contractor will grant the Court a credit for returned items in the full amount of the purchase price.

The Contractor shall have no obligation with respect to any such claim based upon the State's modification of the item or its combination, operation or use with apparatus not furnished by the Contractor.

This paragraph states the Contractor's entire obligation to the Court regarding infringement or the like.

**22. General Requirements.**

- a. **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 thereunder. Any action relating to this Contract shall be brought in an Arizona court. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply but do not require an amendment.
- b. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
- c. **Licenses and Permits.** The 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. The Contractor shall maintain in current status all federal, state and local licenses, permits and authority.
- d. **Failure to Waive Compliance.** Acceptance by administration 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.
- e. **Certification of Employee Status.** The Contractor certifies that 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 the Contractor to secure business.

**23. 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 the 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  
Division  
Arizona Supreme Court

[Address]

Attn: \_\_\_\_\_  
Contract  
Administrator

Notice to the Contractor:

[Contractor]

[Address]

Attn: \_\_\_\_\_  
Contractor's  
Representative

**24. Criminal History Check.** The Court may require the Contractor to provide identifying information for the 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. The 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.

**25. Amendments and Waivers.** Amendments to this 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 this Contract shall be waived or modified without a written amendment to this Contract.

**26. Certification.** By execution of this Contract, the Contractor certifies:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The 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. The Contractor shall include a clause to this effect in all subcontracts related to this Contract.
- c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.
- d. The Contractor agrees to promote and offer to agencies eligible to purchase under this Contract only those materials and/or services as stated in and allowed for under this Contract as Court contract items.
- e. No individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by the 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.

**27. 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.

- 28. Relationship of the Parties.** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and taxes or Social Security payments shall not be withheld from a Court payment issued hereunder.
- 29. 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.
- 30. 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.
- 31. Conflicts of Interest.** The Court may cancel this Contract without penalty or further obligation pursuant to A.R.S. § 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.
- 32. 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.
- 33. 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.

**34. Warranties.** The 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.

**35. 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.

**36. Force Majeure.**

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.
- b. Force majeure shall not include the following occurrences:
  - (1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - (2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- c. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time

equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 37. 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.
- 38. Advertising.** The Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Court. The Court shall not unreasonably withhold permission.
- 39. 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 the 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.
- 40. 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.
- 41. Shipping - Title and Risk of Loss.** Unless otherwise indicated by the Court, prices shall be F.O.B. Destination to any delivery location in the State of Arizona, in accordance with the Contractor's current shipping practices, using handling methods, equipment, and access routes which are normal for the particular goods. The Contractor shall retain title and control of all goods until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The Court will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.
- 42. 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 the Contractor's net income. Sales tax, as required, shall be indicated as a separate item on all invoices.
- 43. Public Record.** This Contract is a public record, available for review, as required by state law.
- 44. Arizona Procurement Code.** The Arizona Procurement Code (A.R.S. 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.

ARIZONA SUPREME COURT  
Administrative Office of the Courts

[Contractor's Name]

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

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

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

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

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

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

Social Security or Federal EIN:

\_\_\_\_\_