



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 105
Phoenix, Arizona 85007

Request for Proposals

RFP 19-01
Nationwide Public Records Search

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**SECTION 1
INTRODUCTION AND OVERVIEW**

1. Introduction

The Arizona Supreme Court seeks offers to provide person locating information to support court collection initiatives. The Supreme Court is seeking proposals from potential vendors to ensure the most accurate records are retrieved for program users to increase collections.

2. Background

The Fines/Fees and Restitution Enforcement (FARE) Program is a statewide initiative of the Arizona Judicial branch. The program was developed in 2003 to assist Arizona courts with enforcing compliance with court-ordered monetary obligations.

Through a private vendor, the Supreme Court provides courts in the FARE program with person search tools to validate debtor information. The program assists courts with verification of parties' social security numbers, and locating addresses for tax intercepts, notices, and other court-generated mailings.

Current Service Information

- A. Currently, there are more than 460 court staff who have access to the Supreme Court vendor's web-based person-locating service
- B. Users verify information using at minimum, the following fields:
 - a. Social Security Number- users can view the entire SSN and not just the last digits to verify SSN matches name, etc.
 - b. Name
 - c. Address
 - d. Phone Number

Information outside these fields is available, though not highly utilized.

- C. The Supreme Court will not guarantee a minimum number of searches will occur. The chart below provides information concerning the average number of searches completed by users by fiscal year.

| Average Number of Person Searches by Fiscal Year | | | | |
|---|-------------|-------------|-------------|-------------|
| FY14 | FY15 | FY16 | FY17 | FY18 |
| 100,172 | 91,441 | 104,864 | 82,447 | 151,944 |

3. Proposal Schedule

| Activity | Date |
|--|---------------------|
| A. Request for Proposals (RFP) Published | January 31, 2019 |
| B. Close of Questions | February 15, 2019 |
| C. Amendments/Responses | February 22, 2019 |
| D. Proposal Due Date | March 7, 2019 |
| E. Possible Demonstrations | March 11 – 13, 2019 |
| F. Possible Product Testing | March 18 – 21, 2019 |

The Supreme Court reserves the right to deviate from this schedule. Any changes to the schedule will be posted on the Arizona Judicial Branch procurement website.

Proposals received after 4:00 pm, Arizona Time, March 7, 2018, will not be opened and will not be taken into consideration in the evaluation of proposals.

4. Proposal Evaluation

Proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract shall be entered into with the responsible vendor whose proposal is determined in writing to be the most advantageous to the Supreme Court taking into consideration the evaluation factors set forth in the RFP. The Supreme Court reserves the right (prior to contract award) to inspect a vendor's facilities, contact individual references, and to consider other sources of information to determine evaluation scores.

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 vendor located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

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

5. Proposal Discussions

Discussions may be conducted with responsible vendors 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. Vendors 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 vendors.

6. Americans with Disabilities Act

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

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

7. Responsibility, Responsiveness and Susceptibility

In accordance with the Procurement Code for the Judicial Branch, ACJA §1-402, the following criteria shall be used in determining vendor's responsibility, as well, as the vendor's responsiveness and susceptibility for contract award.

- A. The vendor's record of performance and integrity;
- B. Whether the vendor has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- C. Whether the vendor's record of performance includes factual evidence of failure to satisfy the terms of the vendor's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- D. Whether the vendor is legally qualified to contract with the Supreme Court and the vendor's financial, business, personnel, or other resources, including subcontractors,
 - a. Legal qualification includes determination regarding the vendor or key personnel having been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- E. Whether the vendor promptly supplied all requested information concerning its responsibility;
- F. Whether the proposal was sufficient to permit evaluation by the Supreme Court, in accordance with the evaluation criteria identified in this solicitation or other necessary offer components. Necessary proposal components include: attachments, documents, or forms to be submitted with the proposal, an indication of the intent to be bound, reasonable or acceptable approach to perform the specifications, acknowledged solicitation amendments, references to include experience verification, adequacy of financial/business/personal or other resources and stability including subcontractors and any other data specifically requested in the solicitation;

- G. Whether the vendor was in conformance with the requirements contained in the specifications, terms and conditions, and instruction for the solicitation including its amendments and all documents incorporated by reference;
- H. Whether the vendor limits the rights of the Supreme Court;
- I. Whether the vendor includes or makes its proposal subject to unreasonable conditions, to include conditions upon the Supreme Court necessary for successful contract performance. The Supreme Court shall be the sole determiner as to the reasonableness of a condition;
- J. The extent to which vendor requests material changes to the contents set forth in the Solicitation, which includes the specifications, terms and conditions, and instructions;
- K. Whether the vendor provides misleading or inaccurate information; and
- L. Whether the vendor meets any other responsibility criteria in the solicitation.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. **Necessary Documents**

Vendors who wish to submit proposals for RFP 19-01 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 vendors can meet the needs of the Supreme Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.

3. **Procurement Rules**

The Procurement Code for the Judicial Branch, ACJA §1-402, is incorporated by reference herein and made a part of this document as if fully set forth herein. Copies of these rules can be obtained from the Procurement Officer, Arizona Supreme Court, at the address referenced on the cover page or at:

[Section 1-402: Procurement Code for the Judicial Branch](#)

4. **Subcontractors**

The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP and shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

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 of the vendor, 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, instructions, and seek clarification in writing (inquiries) and examine its proposal for accuracy before submitting the proposal. All materials can be made available in alternative formats upon request. Vendors should carefully review proposals for accuracy; failure to do so will be at the vendor's risk.
- B. It is the vendor's responsibility to monitor the Arizona Judicial Branch procurement website for significant responses and/or amendments regarding this RFP.

- C. Each vendor shall provide complete information required by the RFP. The vendor should refer to Section 5 which contains the checklist of necessary documents, to ensure all required materials have been enclosed with the proposal.

7. Definitions

- A. Time: If stated as a number of days, will be calendar days.
- B. Shall, Will, Must: Denotes the imperative.
- C. May: Denotes the permissive.

8. Explanation to Vendors

Any inquiries/questions related to this RFP may 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 communications must reference RFP 19-01. All questions must be submitted by February 15, 2019 by 5:00pm, Mountain Standard Time.

Brett Watson
Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 105
Phoenix, Arizona 85007-3231
Email: bwatson@courts.az.gov

Any explanations or clarifications provided, will be posted on the Arizona Judicial Branch procurement site. Any responses or amendments posted on the website will be considered added to the specifications. Interested parties must check the website at:

<http://www.azcourts.gov/adminservices/Procurement>

9. Submission of Proposal

- A. Sealed proposals are due on or before 4:00PM, Arizona Time, March 7, 2019, and should be addressed to Brett Watson, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Supreme 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 (1) original, one (1) digital copy, and one (1) redacted digital copy of each proposal.
 - a. Proposals shall be open for public inspection after a contract is entered into. Vendor shall designate any trade secret or proprietary information contained in the proposal by providing a redacted version of the proposal. Where the Supreme

Court concurs, that content shall remain confidential. Under the Supreme Court's public access policy, a vendor's pricing information is public information and will not be withheld in the event of a public record request.

- 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.
- F. All responses and accompanying documentation will become the property of the Supreme Court at the time the proposals are opened.

10. Public Opening

A public opening of proposals will be held at 4:00PM, Arizona Time, March 7, 2019, at the Arizona State Court Building, 1501 W. Washington, Conference Room 230, Phoenix Arizona. 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. The proposals shall be open for public inspection after a contract is entered. However, where the vendor designates, and the Supreme Court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

11. Presentations

The Supreme Court may schedule on-line product demonstrations with selected vendor(s) for purposes of clarification or to amplify the materials presented in any part of the proposal. In person demonstrations may occur upon vendor request. If product demonstrations are scheduled, demonstrations will be during the weeks of March 11 - March 13, 2019. Any presentations requested will be considered part of the proposal and as such must be paid for by the vendor. The Supreme Court will not reimburse for costs related to these demonstrations, or the development or delivery of any proposals.

The Supreme Court will provide a room for the demonstrations to be held, a projector, and a publicly accessible Internet connection. Any further needs of susceptible vendor(s) must be requested, in writing, to the designated procurement officer.

12. Testing Environment.

A test environment for a vendor's application/program is required for vendors deemed susceptible for award.

The selected vendors shall allow the Supreme Court to test services for an evaluation period, March 14 through March 21. Vendors shall provide training information and documentation so that such systems and applications can be utilized to demonstrate service capabilities and results.

13. Contract

The contract shall be entered into with the responsible vendor whose proposal is determined in writing to be the most advantageous to the Supreme Court taking into consideration the evaluation factors set forth in the RFP.

14. References

Vendors shall provide the name and contact information of a minimum of three current customers with solutions or products most closely related to their proposal. Reference information should include the following data: 1) client name and address, 2) primary contact, telephone number, and email address, 3) length of relationship with client, and 4) brief description of the nature of the engagement with the client. The Supreme Court may contact these customers at its discretion.

15. Financial Stability

Vendor shall demonstrate their financial stability. Vendors shall at a minimum include a copy of their independently audited financial statements from the last three (3) years. Vendors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the Supreme Court. Proposals that do not include information regarding the Vendors financial stability may be negatively impacted.

**SECTION 3
SCOPE OF WORK
SPECIFICATIONS / REQUIREMENTS**

1. PROJECT OVERVIEW

A. Required System Services. Vendor shall:

- a. Provide a secure, internet- based application software. Security features must prevent unauthorized user access. Data should be encrypted with transmissions. Downloading application software is prohibited. Systems outside of these requirements will not be considered.
- b. Describe how data is protected throughout the vendor’s system(s).
- c. Provide detailed monthly-data reporting to determine usages and the types of searches completed. Social Security Numbers (SSN) provided on the reports should be masked.
- d. Allow users to view the entire SSN and not just the last four digits. This is to ensure the SSN matches name and other information.
- e. Direct bill the Supreme Court, not individual courts. The Supreme Court will invoice court users based upon the types of searches and usage.

B. Security. Restriction of user access and security features are necessary. It is imperative that the vendor and the Supreme Court are notified if a user is illicitly accessing services.

- a. Describe the security features offered that will prevent unauthorized user access, for example:
 1. Weekend access,
 2. Outside-of-work access,
 3. IP address verification.
- b. Supreme Court administrative access. Processes to complete the following:
 1. Create and issue new users;
 2. Authorize username and password;
 3. Managing deactivation and reactivation of user accounts; and
 4. User account detail report.

C. Services to Be Addressed in the Response.

- a. Information.
 1. Describe how information verified by the company.
 2. Describe how often information updated.
- b. Training.
 1. Describe the training that is offered.
 2. Describe any charges for searches completed during training.

- c. Reporting. Provide all reports available for users
 - 1. Program Analysis
 - 1) Total number of searches completed by date range;
 - 2) Total of specific type of search completed by date range; and
 - 3) Total number of users by data range.
 - 2. Billing Reports
 - 1) Invoice History by date range;
 - 2) Monthly Invoice by date range;
 - 3) Payment reports – date range for payment amount selected; and
 - 4) Pricing reports, examples may include, basic, advanced, deceased and bankruptcy searches.
 - 3. History Reports.
 - 1) History of each user’s search by:
 - a) Username, login, and email;
 - b) Keyword search, for example, name, SSN, DOB etc.; and
 - c) Type of search, for example, basic, advanced, deceased, etc.
 - 2) Total cost of searchers by users’ search history by date range.
 - d. Billing and Payment.
 - 1. Indicate if users be charged if no results are found during searches.
 - 2. Vendors shall address invoicing requirements that will detail types of searches and usages per user so to allow the Supreme Court to bill each court individually.
- D. **Support Model.** Vendors shall describe the support model(s) including trouble calls, escalation and problem resolution.
- E. **Value-Added Services.** The Supreme Court recognizes that vendors may have services not addressed in the functional specifications that could be beneficial. Vendors are encouraged to describe any value-added features.
- F. **Search Criteria.** **See Addendum A (Word document)**. Addendum A must be completed and included in response. Please indicate if Search criteria is included in one of the categories provided: Basic, Advanced, Value-added, or does not apply.
2. **Pricing.** Submittal prices must be shown for each item provided in the response. Offers submitted without individual prices listed will be considered non-responsive and rejected. Vendor shall detail and outline the costs for the following:
- A. Basic searches;
 - B. Advanced searches;
 - C. Each value-added service provided;
 - D. Same day duplicative searches; and
 - E. Any other related costs for service.

**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. One (1) sealed original, one (1) digital copy, and one (1) redacted digital copy must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 4:00PM, Arizona Time, March 7, 2018.
 - B. The proposal shall include all required items on the Proposal Submittal Checklist (Section 5).
 - C. The original proposal must be typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

| Evaluation Criterion/Factor | Relative Importance |
|-----------------------------------|---------------------|
| A. Evaluation of services offered | 45% |
| B. Security | 35% |
| C. Pricing | 20% |

SECTION 5
PROPOSAL SUBMITTAL DOCUMENTS
Check List

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

1. Proposal Submittal Letter (see page 15)
2. Proposal References (see page 16)
3. Vendor Profile (see page 17)
4. Financial Statement (see pages 10 and 17)
5. Proposal Pricing pursuant to Section 3 (see page 12)
6. Completed Addendum A, Search Criteria
7. 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 and conditions must be noted in the vendor response.
8. Additional Data - any supplementary descriptive/narrative data the vendor wants to submit.

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Mr. Brett Watson, Procurement Officer
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Mr. Watson:

In response to your Request for Proposals number 19-01, 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;
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)

Vendor shall provide the following reference information for at least three current customers for whom the vendor has provided solutions or products most closely related to this proposal. Vendor should provide an adequate description of the services provided for the Supreme Court to understand the nature of the services. Add page(s) if additional space is needed.

1. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____

2. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____

3. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with client: _____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, and mailing address 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, and mailing address).

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

Provide a brief history of your company.

Provide the last three years of annual reports and audited financial statement.

Comment on any partnership(s) with other vendors.

**SECTION 6
TERMS AND CONDITIONS**

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

Arizona Supreme
Administrative Office of the Courts

Solicitation No.: 19-01

Vendor: _____

"State" means the State of Arizona and its departments, agencies, boards and commissions. "Contract" or "Agreement" means the agreement between the Supreme Court Administrative Office of the Courts (Supreme Court) and the vendor named, including all attachments and other documents incorporated by reference. "Contractor" means the vendor named above.

SPECIAL TERMS AND CONDITIONS

1. At no additional cost, the contractor shall provide telephone-based customer support service for application and troubleshooting for a term of the contract from the date of acceptance by the Supreme Court.
2. The Contractor shall not use the Supreme Court's information for any purpose except as authorized by the statement of work and shall also be held responsible for knowing and complying with security measures applicable to the classification assigned to data and documents by their designated owners.
3. The RFP and Contractor's Response are incorporated by reference and made a part of this Contract. In the event of a conflict between these documents, they shall be interpreted in the following order of precedence:
 - A. This Contract
 - B. The RFP
 - C. The Contractor's Response(s)

STANDARD TERMS AND CONDITIONS

1. **Certification.** By execution of this Contract, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

C. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.

D. 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.

2. **Availability of Funds.** Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of the Contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Supreme Court for disbursement. The Supreme Court's Administrative Director shall be the sole judge and authority in determining the availability of funds under the Contract and shall keep the Contractor informed as to the availability of funds. The Supreme Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

3. **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.

4. **Procurement Code for the Judicial Branch.** The Procurement Code for the Judicial Branch, ACJA § 1-402, and the Arizona Procurement Code (ARS Title 41, Chapter 23) are incorporated as a part of this document as if fully set forth herein.

5. **Amendments and Waivers.** This Contract shall be modified only by a written Contract amendment signed by persons duly authorized to enter into contracts on behalf of the Supreme Court and the Contractor. 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.

6. **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.

7. **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.

8. **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 an Supreme Court payment issued hereunder.

9. **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 Procurement Code for the Judicial Branch is used in this Contract, the definition contained in that code shall control.

10. **Assignment - Delegation.** No right or interest in this Contract shall be assigned by the Contractor or the Supreme Court without prior written permission of the other party, and no delegation of any duty of the Contractor or the Supreme Court shall be made without prior written permission of the other party. The Supreme 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.

11. **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 Supreme 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 Supreme Court shall not unreasonably withhold approval and shall notify the Contractor of the Supreme Court's position within 15 days of receipt of written notice by the Contractor.

12. **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.

13. **Disputes.**

A. Contract Administrator Procedure. If any dispute arising under this Contract is not disposed of by agreement between the parties within thirty (30) days, then the Supreme Court's contract administrator identified in this Contract shall decide the dispute in writing and send a copy of the decision to Contractor.

B. Appeals. If the Supreme Court's contract administrator's decision is not acceptable to Contractor, the dispute shall be resolved in accordance with the procedures set forth in Supreme Court Administrative Policy 7.04.

C. Continued Performance. The Supreme 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.

14. **Warranties.** Contractor warrants that material and/or services delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of a material or service specified and any inspection incidental thereto by the Supreme Court, shall not alter or affect the obligations of the Contractor or the rights of the Supreme Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.

15. **Performance Standards.** Contractor's material and services shall perform as specified in the proposal and as otherwise provided in this Contract. The Supreme Court may modify the scope of the Services or the specifications for any Deliverable at any time in accordance with the terms of the Contract and the Statement of Work. If such modifications would add to Contractor's obligations under the Contract, or extend the time needed and/or increase the cost to complete the Services or Deliverables, the parties will mutually sign an amendment to the Statement of Work modifying the scope of the Services or Deliverables accordingly.

16. **Overcharges by Antitrust Violations.** The Supreme Court maintain 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 Supreme Court any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

17. **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 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.

18. **Right to Assurance.** If the Supreme Court in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Supreme Court may demand in writing that the Contractor give a written assurance of intent to perform. If commercially reasonable, the Supreme Court may suspend any performance for which it has not already received the agreed return until it receives such assurance. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Supreme Court's option, be the basis for terminating the Contract under rights and remedies available by law or provided by the contract.

19. **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.

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

21. **Right to Inspect Plant.** The Supreme Court may, at reasonable times, and at the Supreme Court's expense, inspect the plant or place of business of Contractor or a subcontractor, which is related to the performance of any contract as awarded or to be awarded, in accordance with the Judicial Branch Procurement Code.

22. **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 Supreme Court, by auditors designated by the Supreme Court, or by any other appropriate agency of the state or federal government.

23. **Liens.** All goods, services and other deliverables supplied to the Supreme 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 Supreme Court. Upon request of the Supreme Court, the Contractor shall provide a formal release of all liens.

24. **Payment.** 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 and acceptance by the Supreme Court. Payment shall be subject to the provisions of ARS Title 35. The Supreme Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. The Supreme 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 an acceptance test shall be made within 30

days following acceptance. Any amount that is due after (30) calendar days will be considered past due.

25. **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.

26. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including Supreme Court's costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or Supreme Court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Indemnitees for losses arising from the work performed by the Contractor under this Contract.

27. **Insurance Requirements.** Contractor and subcontractors shall maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Supreme Court in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this Contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL) – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$1,000,000 |

1. The policy shall be endorsed, as required by this written agreement, to include the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

2. **Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 1. Each Accident \$1,000,000
 2. Disease – Each Employee \$1,000,000
 3. Disease – Policy Limit \$1,000,000
 1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Arizona Supreme Court, the Arizona Court of Appeals, Division One, the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
 2. This requirement shall not apply to Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when Contractor or such subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

3. **Technology Errors & Omissions Insurance**

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
1. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
 2. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
 3. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

B. **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Supreme Court, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the Supreme Court. Within two (2) business days of receipt, Contractor must provide notice to the Supreme Court if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Supreme Court and shall be mailed, emailed, hand delivered or sent by facsimile transmission to Supreme Court's project representative.

D. **Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The Supreme Court in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage**

Contractor shall furnish the Supreme Court with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Supreme Court's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to the Supreme Court. The Supreme Court's project/contract number and project description shall be noted on the certificate of insurance. The Supreme Court reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Supreme Court reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.

G. **Approval and Modifications**

The Supreme Court, in consultation with State Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

28. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Supreme Court for the purpose of assuring that no information contained in its records or obtained from the Supreme 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 Supreme 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 Supreme Court.

29. **Patents and Copyrights.** The Contractor will, at its expense, defend the Supreme 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 Supreme 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 Supreme Court will permit the Contractor, at the Contractor's option and expense, either to secure the right for the Supreme 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 Supreme Court will return the item upon the Contractor's written request. The Contractor will grant the Supreme 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 Supreme Court's modification of the item or its combination, operation or use with apparatus not furnished by the Contractor.

30. **Taxes.** The Supreme Court is exempt from Federal Excise Tax, including the Federal Transportation Tax. The Supreme 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.

31. **Other Contracts.** The Supreme 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.

32. **Termination.**

A. The Supreme 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 Supreme Court will issue written notice to Contractor for acting or failing to act as in any of the following:

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

4. The Contractor fails to make progress in the performance of the Contract and/or gives the Supreme Court reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

B. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response. During the ten-day period, the parties will have an opportunity to address the concern. If the response is considered unsatisfactory, the Supreme 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 Supreme Court resorting to any single or combination of the following remedies:

1. Cancel the Contract;
2. Reserve all rights or claims to damage for breach of any covenants of the Contract;
3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis confirm a material noncompliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
4. In case of default, the Supreme Court reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code. The Supreme Court may recover any reasonable actual excess costs up to 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:
 3. Deduction from an unpaid balance;
 4. Collection against any proposal and/or performance bond, or
 5. Any combination of the above or any other remedies as provided by law.

C. **Undue Influence.** The Supreme 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 Supreme 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 Supreme 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.

D. **Conflicts of Interest.** The Supreme 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 this Contract on behalf of the Supreme Court is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Supreme Court is received by all parties to this Contract, unless the notice specifies a later time.

E. **Suspension or Debarment.** The Supreme Court may, by written notice to the Contractor, immediately terminate this Contract if the Supreme Court determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Supreme Court.

F. **Termination for Cessation of Business.** The Supreme Court may terminate this Agreement effective immediately by giving written notice to Contractor, if Contractor ceases to function as a going concern or operate in the ordinary course.

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

34. **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.

35. **Certification of Employee Status.** 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 Contractor to secure business.

36. **Public Record.** The parties acknowledge that this Contract and supporting documents, the resulting financial records of transactions and the information contained therein are public records subject to the requirements of Supreme Court Rule 123. In response to a public records request, the Supreme Court may disclose any or all of these documents except where the Supreme Court has determined they contain proprietary or other confidential information that should not be disclosed as permitted by the rule.

37. **User Acceptance Testing**

A. Acceptance of Services. Contractor will submit all Deliverables identified in this Agreement, and any enhancements requested by the Supreme Court and agreed to by Contractor, for final review and approval by the Supreme Court based on objective performance criteria as mutually agreed to by the parties. Once delivered, the Supreme Court shall, within a reasonable period of time, determine whether each deliverable meets the applicable specifications and acceptance criteria and is accepted by the Supreme Court. The parties will develop an Acceptance Test Plan (ATP) to determine if a software application, modification or other deliverable should be accepted by the Supreme Court. The ATP will be included in the final detailed Project Plan created for each phase of the implementation of the Software. In the event of any Defect, as defined below, the Supreme Court may notify Contractor of such Defect. Upon acceptance, Supreme Court shall notify Contractor in writing of its acceptance and the acceptance date. The Supreme Court shall accept each deliverable within a reasonable time, unless Contractor is otherwise notified of a Defect. The Supreme Court may withhold payment for any amount owing until all deliverables due are accepted.

B. Correction of Defect. Supreme Court shall have the option to require Contractor to correct any Defect prior to acceptance of such services. No payment will be due for any defective deliverable until Contractor corrects the Defect. If the Supreme Court place a deliverable into production use, prior to the correction of a Defect, the deliverable shall be deemed to have been accepted by the Supreme Court and the payment applicable to delivery of such deliverable shall be due.

C. "Defect". "Defect" shall mean any material deficiency in any Deliverable, as reasonably determined by the Supreme Court and Contractor, based on objective performance criteria as mutually agreed to by the parties in the relevant Statement of Work or Project Plan.

40. **Criminal History Check.** The Supreme Court may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or

having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Supreme 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.

41. Compliance with the Arizona Legal Workers Act. A.R.S. §41-4401

A. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer"). If this compliance requirement disqualifies any of Contractor's key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Supreme Court may terminate this contract.

B. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

C. The Supreme Court retains the legal right to audit and inspect the papers of any of Contractor's employee or subcontractor's employee who works on the contract to ensure that Contractor's personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph A.

42. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the Supreme Court or their clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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

Notice to the Supreme Court:

Brittany Pelly
Arizona Supreme Court
1501 West Washington
Suite 410
Phoenix, AZ 85007

Notice to the Contractor: