



# ARIZONA SUPREME COURT

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

Request for Proposals

RFP 07-04

Psychological Evaluation Services

June 1, 2007

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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 psychological evaluation services. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 3:00 P.M., Arizona time on June 20, 2007 in accordance with the schedule below.

The public opening will be conducted at 3:00 P.M., Arizona time on June 20, 2007 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

### 2. Proposers' Conference

No proposers' conference will be held.

### 3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	June 1, 2007
b. Deadline to Submit Written Questions	June 11, 2007
c. Response to Written Questions/RFP Amendments	June 13, 2007
d. Proposal Due Date*	June 20, 2007

The Court reserves the right to deviate from this schedule.

**\* Proposals received after 3:00 P.M., Arizona time on June 20, 2007 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 07-03 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 June 11, 2007 to:

Don Bentley, Procurement Officer  
Arizona Supreme Court  
1501 West Washington, Suite 221  
Phoenix, Arizona 85007-3231  
Email: [dbentley@courts.az.gov](mailto: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 3:00 P.M., Arizona time on June 20, 2007 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 3 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 3:00 P.M., Arizona time on June 20, 2007 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Contract

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

### SECTION 3 SPECIFICATIONS

#### **PROVIDERS MAY RESPOND TO ONE OR ALL OF THE FOLLOWING PSYCHOLOGICAL EVALUATION SERVICE REQUESTS:**

- A. Pre-employment for safety sensitive positions.**  
The PROVIDER shall make a recommendation of the suitability of an applicant to perform the duties of the position applied for, which may include carrying a firearm.
- B. Firearm authorization for a current officer.**  
The PROVIDER shall make a recommendation as to the suitability of a currently employed officer requesting authorization to carry firearms.
- C. Fitness for Duty.**  
The PROVIDER shall make a recommendation as to the psychological fitness of an employee who is, for reasons not clearly identifiable, not performing assigned job functions adequately or who may have experienced problems which could affect job performance or safety of the public and employees.

#### **PROVIDER QUALIFICATIONS:**

- A. PROVIDER and PROVIDER's examiners must maintain an active license in good standing to practice psychology issued by the Arizona State Board of Psychologist Examiners.
- B. PROVIDER and PROVIDER's examiners shall adhere to the established code of ethics, standards and practices of the American Psychological Association (APA) and the Arizona Psychological Association (AzPA).
- C. PROVIDER and PROVIDER's examiners shall conduct all treatment in a manner that is consistent with reasonably accepted standards of practice in the clinical psychology community.
- D. PROVIDER's and PROVIDER examiners shall follow the guidelines established by the International Association of Chiefs of Police and be trained and experienced in 1) psychological test interpretation; and 2) law enforcement psychological assessment techniques.
- E. PROVIDER and PROVIDER's examiners shall document at least three years experience in conducting pre-employment psychological evaluations, pre-arming evaluations and fitness for duty evaluations.

- F. PROVIDER and PROVIDER'S examiners shall have completed an APA approved psychological training program in pre-employment psychological evaluations, prearming evaluations and fitness for duty evaluations.
- G. PROVIDER shall use standardized psychological tests within his/her test battery. The COURT may proctor the psychological test at the local COURT department pursuant to the directions of the PROVIDER scoring the test. The psychological testing shall include, at a minimum, testing across the following areas:  
(1) A measure of psychopathology, for example, the Minnesota Multiphasic Personality Inventory-2 (MMPI-2), the Personality Assessment Inventory (PAI), or The Million - 3.  
(2) A measure of normal personality functioning, for example, the 16PF, LEADER or Inwald Personality Inventory.
- H. PROVIDER shall conduct a structured interview with each applicant following the administration and scoring of tests. The interview will be formatted so that major areas of the applicant's background will be reviewed and contrasted with the psychological test battery results.
- I. PROVIDER shall render, to the COURT in writing, a diagnostic recommendation based on appropriate and recognized analysis of the clinical interview, psychological test battery, and any additional background information.

The report shall evaluate the suitability of :

- (1) The applicant for the position;
- (2) An existing employee's request for authorization to carry a firearm; or
- (3) An existing employee's Fitness for Duty.

The report shall contain:

- (1) A recommendation for employment, firearm authorization or fitness for duty confirmation;
- (2) Justification for the recommendation; and
- (3) Any clinical observations that the PROVIDER might have regarding the validity or reliability of the results.

- J. PROVIDER agrees that psychological testing materials will be current and in accordance with acceptable psychological testing standards.
- K. PROVIDER shall maintain an effective quality control process that allows for independent review of all documentation, psychological test results and reports by reviewers selected by the COURT.
- L. PROVIDER will ensure the applicants rights to privacy and informed consent are

protected in compliance with all applicable federal and state laws including but not limited to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191)(HIPAA) and the regulations promulgated thereunder.

**CREDENTIAL VERIFICATION:**

- A. PROVIDER must submit copies of resumes, certificates of expertise and college degrees for all employees providing direct services to the applicants referred by the COURT. Resumes must include both education and related work experience.
- B. PROVIDER's employees who have contact with applicants must submit to a background check by the COURT. The background check may include a criminal records check. PROVIDER must also direct its employees to the County Sheriff's Department to be fingerprinted prior to any contact with applicants. PROVIDER shall be responsible for any cost associated with fingerprinting of its employees.
- C. PROVIDER will obtain a signed background check release form from employees who have contact with applicants. PROVIDER shall provide the signed background check release form to the COURT prior to any contact with applicants. A background check typically takes two to three weeks to complete, although the COURT cannot guarantee a specific time frame. PROVIDER's employees shall not have contact with applicants until the COURT has completed the background investigation and given permission for the employee to have such contact.
- D. The COURT reserves the right to deny the utilization of an employee of the PROVIDER for the purposes of this contract. The decision of the COURT as to the eligibility of the employee for contact with applicants is final and not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the PROVIDER, the PROVIDER's employee or any other unauthorized party.
- E. PROVIDER will alert the COURT if he/she or any of his/her employees who provide services to the COURT have allegations or disciplinary actions from the Arizona State Board of Psychologist Examiners.

**SERVICE TASKS:**

- A. To provide comprehensive psychological screenings/evaluations on (1) pre-employment applicants; (2) applicants seeking to carry a firearm with the COURT; and/or (3) fitness for duty confirmation.

- B. Prepare and provide written reports within five working days from the date of the evaluation. Psychological reports will be sent to the COURT.
- C. Report no shows to the referring supervisor within 24 hours.
- D. Complete monthly billing invoices accurately, completely, and in a timely manner.

**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 3 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than 3:00 P.M., Arizona time on June 20, 2007.
  - 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. Experience	35%
B. Methodology	35%
C. Cost	30%

## **SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS**

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. Vendor Performance Criteria (see page 17)
5. Vendor Proposal Pricing Sheets (see page 18)
6. 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.
7. 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 07-04, the following response is submitted. This response covers the following indicated services (check all that apply):

- ( ) Pre-employment evaluations for safety sensitive positions.
- ( ) Firearm authorization evaluations for a current officer.
- ( ) Fitness for duty evaluations.

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)**

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

- CLIENT NAME:** Identify the name of the client or site as appropriate.
- CONTACT NAME:** Identify who the point of contact at the client or site should be.
- CONTACT INFORMATION:** Provide the address and telephone number where the client or contact can be reached.
- PROJECT DESCRIPTIONS:** Attach brief descriptions of projects performed for the references provided.

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<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.

## VENDOR PERFORMANCE CRITERIA

### 1. Summary of Business

- A. Describe your experience in conducting psychological evaluations, the length of time you have been providing services and the specific agencies and/or businesses with whom you have worked.
- B. Identify any lawsuits, complaints or challenges that you have been involved in and any actions taken as a result.

### 2. Testing Methodology, Samples of Reports and Evaluation

- A. Provide a list of the psychological test battery to be used in the following categories:
  - a. Pre-employment
  - b. Fitness to carry a firearm
  - c. Fitness for duty
- B. Describe the background evaluation and interview composition process used in conjunction with specified test batteries to determine applicant qualification and provide copies of any pre-interview questionnaires or structured interview questions as applicable.
- C. Define any rating system derived for, or utilized for, developing psychological test profiles, including the background role of information and interview data.

### 3. Confidentiality

Describe disclosure, records and personnel records and retention policies for maintaining clinical records.

**VENDOR PROPOSAL PRICING SHEETS**

Fee Schedule: Provide fee information as applicable for services.

- 1. Pre-employment evaluation reports \_\_\_\_\_ per applicant
- 2. Fitness for duty evaluation \_\_\_\_\_ per hour
- 3. Firearm applicant \_\_\_\_\_ per applicant
- 4. Travel \_\_\_\_\_ per mile
- 5. Per Diem \_\_\_\_\_ per day
- 6. Travel time \_\_\_\_\_ per hour

**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 Arizona Supreme Court, through the Administrative Office of the Courts, specifically the Adult and Juvenile Services Divisions, is responsible for the overall administration of the adult and juvenile probation programs statewide. The divisions establish personnel qualifications and hiring standards as well as rules and procedures for holding office. Additionally, the divisions administer the Officer Safety Program. In order to assist in establishing a system for the conduct of psychological examinations for (1) Pre-employment for safety sensitive positions, (2) Firearm authorization for a current officer and (3) Fitness for duty, the Administrative Office of the Courts, Arizona Supreme Court issued a Request for Proposals, RFP 07-04, for Psychological Evaluation Services on June 1, 2007.
2. The Contractor specializes in the performance of psychological evaluations 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 psychological evaluations described in Request for Proposal No. 07-04.

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, 2009.
- 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.**

Contractor shall perform psychological evaluations for probation officers in the following situations: (1) Pre-employment for safety sensitive positions, (2) Firearm authorization for a current officer and (3) Fitness for Duty and provide the services described in the attached proposal dated June 20, 2007 which is incorporated herein by reference. Additional, required specifications:

- a. An examiner shall not limit the number of exams to be conducted on any given trip.
- b. The examiner is responsible for providing in writing, in a timely manner, the results of examinations to the Chief Probation Officer/Director of Juvenile Court Services or designee.
- c. In counties outside the examiners established place of business, departments will provide office space in which to hold exams.
- d. Mileage, lodging, and per diem expenses shall not exceed allowable limits for State employees on travel status, as published in the Arizona Accounting Manual.
- e. All projected travel expenses must be approved by the Chief Probation Officer/Director of Juvenile Services or designee of the department scheduling tests prior to travel.

**3. Payment for Services.**

The Court shall pay the Contractor the total sum of

- a. Pre-employment \$\_\_\_\_\_ per applicant
- b. Fitness for duty evaluation \$\_\_\_\_\_ per hour
- c. Firearm Applicant \$\_\_\_\_\_ per applicant

as set forth in the attached proposal, which is incorporated herein by reference. Payment shall be made upon completion of all work and upon submission of an invoice by the Contractor. Court will provide the Contractor with a contract number and the contractor will reference the number on all invoices.

**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. Assignments and Subcontracts.** No rights or obligations under this Contract shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

**13. 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.

**14. 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.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Court in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the 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 – Occurrence Form

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

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Blanket Contractual Liability – Written and Oral	\$ 1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$ 1,000,000

The policy shall be endorsed to include the following additional insured language: "The Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

This coverage shall not apply to a contractor or subcontractor exempt under A.R.S. 23-901 when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The Arizona Supreme Court, the State of Arizona, and agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
1. Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
  4. All policies shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Court. Such notice shall be sent directly to the Court representative and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Court in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies

as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Court separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**16. 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.

**17. 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.

#### **18. 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.

#### **19. 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.

**20. 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.

**21. 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. Independent Contractor Status. Contractor is an independent contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the State of Arizona or Court.
- e. 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.

f. 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.

**22. 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:

Notice to the Contractor:

Administrative Office of the Courts  
Division  
Arizona Supreme Court

[Contractor]

[Address]

[Address]

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

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

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

**42. 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:

\_\_\_\_\_