

# Superior Court of Arizona in Maricopa

## County

Justice Court

Adult Probation

Juvenile Probation

## Request for Proposal

## Cover Page



**Solicitation Number:** RFP-180008

**Title:** Courtroom Technology

**Solicitation Due Date / Time:** Thursday, January 25, 2018, at 3:00 P.M. Arizona Time

**Submittal Location:** Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

**Description of Procurement:** The Superior Court of Arizona in Maricopa County (Court) seeks to enhance digital recording capabilities and broaden access to the digital record for the benefit of the judiciary, court staff, the legal community and members of the general public. The awarded contractor shall also be responsible for the outfitting of technology and components in newly constructed courtrooms and any upgrading of existing courtrooms as requested by the Court.

**A Pre-Offer Conference will be held in conjunction with this procurement.** The pre-offer conference will take place at **9am** on **Wednesday, January 10, 2018** at 201 W. Jefferson, Phoenix, AZ 85003, Central Court Building- Lower Level in the Purchasing Conference Room.

In accordance with the Judicial Procurement Code, competitive sealed proposals for the materials or services specified will be received by the Superior Court of Arizona in Maricopa County Contracts Department at the above specified location until the time and date cited.

Offers must be in the actual possession of the Superior Court of Arizona in Maricopa County Contracts Department on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. **Additional instructions for preparing an offer are included in the Special Instructions to Offerors, Section 3.**

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Contract Specialist.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

**Jennifer Gates**

Procurement Officer

**[gatesj@superiorcourt.maricopa.gov](mailto:gatesj@superiorcourt.maricopa.gov)**

Email Address

**602-506-8124**

Telephone Number

# TABLE OF CONTENTS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 W. Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

## SOLICITATION NO. RFP-180008 Courtroom Technology

- 1 Scope of Work
- 2 Uniform Instructions to Offerors
- 3 Special Instructions to Offerors
- 4 Uniform Terms and Conditions
- 5 Special Terms and Conditions

### Attachments

(These standard documents must be completed and returned by Offeror. Other documents are *required*. Refer to Special Instructions to Offerors and Recap of Required Information)

- 1 Offer and Acceptance Form
- 2 Price Sheet
- 3 Questionnaire
- 4 Sole Proprietor Waiver
- 5 Independent Contractor Agreement

### Exhibits

- A Arizona Code of Judicial Administration §1-602
- B Overview of Existing Electronic Courtroom Technology
- C Certificate of Insurance

### Recap of Required Information

# SECTION 1

## SCOPE OF WORK

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 W. Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

### Courtroom Technology

#### 1. INTENT

The Superior Court of Arizona in Maricopa County (Court) seeks to enhance digital recording capabilities and broaden access to the digital record for the benefit of the judiciary, court staff, the legal community and members of the general public. The awarded contractor shall also be responsible for the outfitting of technology and components in newly constructed courtrooms and any upgrading of existing courtrooms as requested by the Court.

The Superior Court of Arizona in Maricopa County (Court) seeks an experienced contractor to design, install and maintain a system of integrated technologies compatible with Windows 2010 and Server 2016 to support a variety of essential court operations which include, but are not limited to the following:

- Digital recording of court proceedings including integrating digital recording system controls with in the Court's Case Management system (iCIS)
- Presentation, display and preservation of digital evidence during hearings and trials
- Archiving and retrieval of digitally recorded proceedings
- E-Commerce technologies to support the ordering of copies of digital recordings, delivery of content and fee management
- Assistive listening technologies
- Foreign language interpretation
- Audio and videoconferencing technologies to support remote appearances by counsel and testimony by remote witnesses
- Installation of electronic courtroom technology and components in newly built courtrooms, jury deliberation rooms, remote monitoring rooms and other judicial branch facilities. Upgrading of existing courtrooms as needed and directed by the Court.
- Responsibility for maintenance, service and repair or replacement of existing digital recording systems, evidence presentation systems and remote monitoring systems and their related components.

#### 2. SPECIFIC TASKS & REQUIREMENTS

Currently, Maricopa County Superior and Justice of the Peace Courts have approximately 213 courtrooms and hearing rooms with digital recording systems installed. All of these installations are audio/video FTR (**For The Record™**) recording systems. Forty-three (43) of the audio/video recording courtrooms also contain evidence presentation carts. At this time, there are Court Recording Monitor personnel stationed in control rooms in four (4) locations who have responsibility for the remote monitoring of 51 courtrooms.

The Court seeks an experienced contractor with the ability to offer solutions and implementation of both the enhancement innovation project and ongoing projects. The following are tasks (A-H) of the enhancement project and requirements (I-J) of the ongoing projects:

# SECTION 1

## SCOPE OF WORK

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 W. Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

### Courtroom Technology

#### Enhancement Innovation Project

##### A. Digital Recording of Court Proceedings

- Integrating digital recording system controls within the Court's case management system (ICIS) to allow users to view recordings of proceedings in a case in a manner similar to the ability to view documents in a case
- Provide a visual and audible warning in the courtroom in the event of a microphone or camera failure or an unintended stoppage of the recording system
- Provide full and clear audio capture from within the well of the court to minimize or eliminate dead spots as participants move within that area
- Provide a method of electronically sealing recordings spontaneously from within the courtroom as well as the ability to seal a recording after the event
- Provide sound reinforcement throughout the courtroom so that all participants can hear proceedings clearly regardless of location within the courtroom
- Integrating digital recording system with courtroom security system
- Enabling system-wide centralized monitoring
- All solutions must be compatible with current hardware used by the Court and maintain the required standards for Digital Recordings of Court Proceedings as outlined in the Arizona Code of Judicial Administration ACJA §1-602 (*Exhibit A*).

##### B. Presentation, Display and Preservation of Digital Evidence During Trials and Hearings

- Optimal methods of displaying presented evidence for viewing by the judge, jury, witness, counsel and observers
- Methods of highlighting or annotating displayed visual images
- Methods of capturing displayed images, along with any highlights or annotations, and integrating those images into the digital recording of the proceedings
- Solutions for digital device connectivity across a variety of devices (laptops, tablets, smartphones, etc.)
- The ability for audio and video output from laptops and/or digital devices to be displayed/broadcasted on all evidence presentation displays within the courtroom and over the courtroom PA system
- Solutions for presenting evidence wirelessly
- Solutions for judicial officer control over who can display images and to direct where those images are shown – and when
- Solutions for the display of real-time transcription from the court reporter to the judge
- Solutions for the jury to review digital evidence admitted during the trial

##### C. Archiving and Retrieval of Digitally Recorded Proceedings

# SECTION 1

## SCOPE OF WORK

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 W. Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

### Courtroom Technology

- Digital recordings of court proceedings shall be archived to servers, cloud storage or both over the Court's existing network.
- Records retention management – the ability to delete archived recordings automatically pursuant to the retention schedule issued by the Arizona Supreme Court
- Ways to provide easier and faster access to older recordings
- Query systems that would allow archived recordings to be accessed by any of the following elements; date, time, location, case number, party name
- The chosen storage solution must provide Court-approved backup and disaster recovery plans

#### D. Assistive Listening Technologies

- Address approaches for a common assistive listening system for Jury Assembly rooms and the courtrooms

#### E. Foreign Language Interpretation

- Solutions for providing foreign language interpretation from a remote location utilizing both human and technology-based resources

#### F. Audio and Videoconferencing Technologies to Support Remote Appearances by Counsel and Testimony by Remote Witnesses

- Solutions to facilitate remote participation in court proceedings by one or more off-site individuals
- Insure audio and video of remote participants is captured on the digital recording of the proceeding

#### G. E-Commerce Technologies to support the Ordering of Copies of Digital Recordings, Delivery of Content and Fee Management

- Develop an E-Commerce website that would be used to order copies of digital recordings and facilitate fee payment
- Address solutions on how digital recording content can be delivered to the customer without reliance on staff and durable media, and in a format which allows the content to be played on any device or platform without the use of a proprietary player

#### H. Implementation and Training

- Provide systems integration services for all software and hardware
- Provide project management services during integration
- Provide technical support during implementation
- Provide onsite training for Administrators and end users

# SECTION 1

## SCOPE OF WORK

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 W. Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

### Courtroom Technology

#### Ongoing Projects

##### **I. Installation of Electronic Technology in New Court Facilities and Upgrades to Existing Courtrooms**

- Install new electronic courtroom technology as the Court opens new judicial branch facilities.
- Install upgrades to existing courtrooms, jury deliberation rooms, remote monitoring rooms, and other rooms and facilities as directed by the Court.
- See **Exhibit B** for an overview of the current products in courtroom installations.

##### **J. Preventive and Legacy Maintenance and Technical Support**

- Responsibility for preventive and legacy maintenance; service and repair or replacement of existing digital recording systems, evidence presentation systems and remote monitoring systems and their related components.
- Provide assistance with systems performance monitoring and tuning for optimal performance; assistance with maintenance functions associated with the operation of the courtrooms systems, equipment and interfaces; assistance with troubleshooting and recommended best practices

### **3. PAYMENT INFORMATION**

#### **A. Enhancement Innovation Project**

Payments shall be made in accordance with an agreed upon phased payment schedule for any enhancement innovation project. Enhancement innovation projects payments shall be phased and holdbacks may be part of the final negotiations. Sandbox and review, customization, implementation and formal training, final acceptance 60 days after go-live (holdback payment).

#### **B. Ongoing Projects, Maintenance and Technical Support**

Installation of Electronic Technology in New Court Facilities and Upgrades to Existing Courtrooms shall be quoted by the selected contractor using a percentage off of manufacturers catalog price. Any additional fees such as design fees, installation fees or integration fees shall be billed as an hourly fee and be listed on any quote as separate line items.

Preventative maintenance - The Contractor shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system. The Contractor shall perform a minimum of two (2) to a maximum of four (4) inspections a year. The Contractor shall also conduct initial preventative maintenance ensuring performance begins at the optimal level. This service shall be billed on an hourly basis.

**SECTION 1**  
**SCOPE OF WORK**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 W. Jefferson Street  
Central Court Building, Lower Level  
Phoenix, Arizona 85003

**Courtroom Technology**

Legacy Maintenance -Contractor shall also offer maintenance of legacy equipment. Legacy equipment is defined as any existing audio and/or video equipment and its associated supplies or accessories that have been purchased prior to the RFP issuance and resulting contract award. This service shall be billed on an hourly basis.

Ongoing Technical Support – Contractor shall offer technical support when requested by the Court. This support shall be billed on an hourly basis.

**SECTION 2**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**Courtroom Technology**

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
  - B. "Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision
  - C. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offer; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
  - D. "Contract Administrator" means the person duly authorized by the Superior Court of Arizona in Maricopa County to administer Contracts and make written determinations with respect to the Contract.
  - E. "Contract Amendment" means a written document signed by the Offeror and the Court Administrator or designee that is issued for the purpose of making changes in the Contract.
  - F. "Contractor" means any person who has a contract with the Superior Court of Arizona in Maricopa County.
  - G. "Day" means calendar days unless otherwise specified.
  - H. "eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bid, Request for Proposals, Request for Qualifications, and Request for Quotations.
  - I. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - J. "Offer" means bid, proposal or quotation.
  - K. "Offeror" means a vendor who responds to a Solicitation.
  - L. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), a Request for Technical Offer, or a Request for Qualifications ("RFQ").
  - M. "Solicitation Amendment" means a written document that is authorized by the Contract Administrator or Solicitation contact person and issued for the purpose of making changes to the Solicitation.
  - N. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
2. **Inquiries.**
- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or

**SECTION 2**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**Courtroom Technology**

withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person.
- C. Submission of Inquiries. All inquiries shall be submitted to the designated Procurement Officer. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other Superior Court of Arizona in Maricopa County employee unless the Solicitation specifically identifies a person other than the Solicitation contact. The Superior Court of Arizona in Maricopa County shall consider the relevancy of the inquiry but is not required to respond in writing.
- D. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the Superior Court of Arizona in Maricopa County. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Court's eProcurement system. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

**3. Offer Preparation.**

- A. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the Court. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the Court. Acceptable formats include .doc, .docx, .xls, .xlsx, and .pdf. Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- B. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

**SECTION 2**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**Courtroom Technology**

- C. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the Court's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Contract Administrator in a written statement. The Offeror's preprinted or standard terms will not be considered by the Superior Court of Arizona in Maricopa County as a part of any resulting Contract.
- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- (2) Request for Proposals or Qualifications: All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- D. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- E. Cost of Offer Preparation. The Superior Court of Arizona in Maricopa County will not reimburse any Offeror the cost of responding to a Solicitation.
- F. Federal Excise Tax. The Superior Court of Arizona in Maricopa County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Court.
- G. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Superior Court of Arizona in Maricopa County for the purposes of reporting to appropriate taxing authorities, monies paid by the Superior Court of Arizona in Maricopa County under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and Federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- H. Identification of Taxes in Offer. The Superior Court of Arizona in Maricopa County is subject to all applicable State and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- I. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

**SECTION 2**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**Courtroom Technology**

- J. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- K. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The Superior Court of Arizona in Maricopa County may, at its sole discretion require evidence of compliance during the evaluation process. Should the Superior Court of Arizona in Maricopa County request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- L. Offshore Performance of Work Prohibited Any services that are described in the specifications or scope of work that directly serve the Superior Court of Arizona in Maricopa County or its 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. Offerors shall declare all anticipated offshore services in the proposal.

**4. Submission of Offer**

- A. Offer Submission, Due Date and Time. Offerors responding to a Solicitation shall submit the offer to the Court before the due date and time stated in the solicitation. Offers that are submitted after the due date and time shall be rejected.
- B. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted to the Court with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- C. Solicitation Amendments. The Offeror is responsible for reviewing all solicitation amendments.
- D. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. Public Record. All Offers submitted and opened are public records and must be retained by the Superior Court of Arizona in Maricopa County. Offers shall be open to public inspection through the Court's eProcurement system after Contract award, except for such Offers deemed to be confidential by the Superior Court of Arizona in Maricopa County. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Superior Court of Arizona in Maricopa County shall determine whether the identified information is confidential pursuant to the Superior Court Procurement Code.
- F. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official

**SECTION 2**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**Courtroom Technology**

contract form, the Offeror certifies that:

- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

**5. Evaluation**

- A. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- C. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- D. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- E. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- F. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the Superior Court reserves the right to:
  - (1) Waive any minor informality;
  - (2) Reject any and all Offers or portions thereof; or
  - (3) Cancel the Solicitation.

**6. Protests.** Refer to the Superior Court website at:

<http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>

**SECTION 2**  
**UNIFORM INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**Courtroom Technology**

**7. Award.**

- A. Number or Types of Awards. The Superior Court of Arizona in Maricopa County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the Superior Court of Arizona in Maricopa County. If the Contract Administrator determines that an aggregate award to one Offeror is not in the Superior Court of Arizona in Maricopa County's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Presiding Judge's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Court Administrator signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

**SECTION 3**  
**SPECIAL INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**RFP-180008**  
**Courtroom Technology**

1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
  - A. *Superior Court* means Superior Court of Arizona in Maricopa County
  - B. *Department* means the Contracts Department of the Superior Court of Arizona in Maricopa County
2. **Questions Related To This Solicitation:** All questions related to this solicitation shall be submitted in writing to the Contract officer whose name appears on the solicitation cover page.
  - A. Questions shall be submitted no later than January 15, 2018.
  - B. Superior Court reserves the right to respond to questions as an Amendment to the solicitation or to respond in a document posted on the JBSC Purchasing webpage.
3. **Pre-Offer Conference.** A Pre-Offer Conference **will** be held at the time and place indicated in the solicitation's Pre-Bid Conference' field; attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the Superior Court's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented at the conference. The Superior Court will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
4. **Submittal of Required Information.**

The following shall be submitted concurrent with and as part of the Offer: **One clearly marked original and four (4) thumbdrive copies of the proposal are required.** Failure to include and complete, as prescribed, all required information, may cause a negative impact on the evaluation of the offer.

**The Proposal shall include at least the following information:**

**4.1 Table of Contents**

All offers shall include a Table of Contents.

**4.2 Attachments**

**Attachment 1 Signed Offer and Award page**

Complete and submit all information requested on the Offer and Award page including acknowledgement of solicitation amendments, if any.

**Attachment 2 Price Sheet**

**Attachment 3 Questionnaire**

**Attachment 4 Sole Proprietor Certificate (if necessary);**

**Attachment 5 Independent Contractor Agreement;**

**SECTION 3**  
**SPECIAL INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**RFP-180008**  
**Courtroom Technology**

**4.3 Work Plans for Enhancement Innovation Project and e-Commerce Website**

Describe the minimum and recommended equipment, communications, and software configurations required for these projects. Include a list of all software to be used in the installation.

Provide a detailed project implementation plan that demonstrates your ability to meet the requirements of these projects as described in the Section 1, Scope of Work.

Provide a schedule of key milestones and deliverables in table form.

**4.4 Organization and Background**

Describe Offeror's organization including years in business and number of years providing services similar to size and scope as those in this solicitation. Include qualifications of the organization and staff including information regarding your capacity to perform and related information indicating the current financial condition of the offeror.

**4.5 Staff Plan**

Provide the following:

- o Organization chart identifying the staff and lines of authority
- o Names of key personnel for both the innovation and on-going projects
- o Roles and responsibilities of key personnel
- o Percent effort (time) key personnel will be assigned during the contract period

**4.6 Resumes**

Provide resumes for key personnel showing experience and expertise relevant to the work described in the Scope of Work.

**5. Authorized Signature.**

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by Superior Court, disclosure of ownership information shall be submitted.

- (1) Privately Owned: The Owner must sign the contract.
- (2) Partnership: A Partner must sign the contract.
- (3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract. All amendments to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

**6. Award of Contract.** Award of a contract will be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Superior Court based on the evaluation criteria and any discussions pursuant to ACJA §1-402 (I)6-12 set forth in the Solicitation.

**SECTION 3**  
**SPECIAL INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**RFP-180008**  
**Courtroom Technology**

**7. Inclusive Offeror:**

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**8. Evaluation and Selection.**

**A. Responsibility, Responsiveness and Susceptibility**

The Superior Court shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.

1. Whether the Offeror 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;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the Superior Court and the Offeror's financial, business, personnel, or other resources, including subcontractors;
  - 3.1 Legally qualified includes if the vendor or if key personnel have 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.
4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
5. Whether the Offer was sufficient to permit evaluation by the Superior Court, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;

**SECTION 3**  
**SPECIAL INSTRUCTIONS TO OFFERORS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
**RFP-180008**  
**Courtroom Technology**

7. Whether the Offer limits the rights of the Superior Court;
8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the Superior Court necessary for successful Contract performance. The Superior Court shall be the sole determiner as to the reasonableness of a condition;
9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
10. Whether the Offeror provides misleading or inaccurate information.

**B. Evaluation**

Awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Superior Court based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions, will impact an Offeror's susceptibility for award.

1. **Method of Approach and Implementation Plan;** Overview that indicates an understanding of the requirements of the Scope of Work. Superior Court will evaluate the offeror's response to determine how well it satisfies Superior Court's needs as stated in the Scope of Work.
  2. **Offeror's Experience, Expertise and Reliability; as it relates to this solicitation;** Superior Court will evaluate the offeror's experience, expertise and reliability based on the offeror's resume and references as matched to the needs of this solicitation.
  3. **Price;** The offeror's price will be compared to the lowest offer and the offeror will receive a pro-rated score based on this comparison.
9. **Discussions.** In accordance with ACJA §1-402 (l)6-12, after the initial receipt of offers, Superior Court reserves the option to conduct discussions with those Offerors who submit offers determined by the Superior Court to be reasonably susceptible of being selected for award.
10. **Certificate of Insurance Form.** Superior Court recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as **Exhibit C**. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to Superior Court for review and approval upon notice of contract award.

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

- 1. Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Offers; and any Solicitation Amendments or Contract Amendments.
  - C. *“Contract Amendment”* means a written document signed by the offeror and Presiding Judge that is issued for the purpose of making changes in the Contract.
  - D. *“Contractor”* means any person who has a Contract with the Superior Court of Arizona in Maricopa County.
  - E. *“Days”* means calendar days unless otherwise specified.
  - F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - H. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - I. *“Contract Administrator”* means the person duly authorized by the Superior Court of Arizona in Maricopa County to administer Contracts and make written determinations with respect to the Contract.
  - J. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - K. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - L. *“Superior Court”* means the Superior Court of Arizona in Maricopa County that executes the Contract.
  - M. *“Fiscal Year”* means the period beginning with July 1 and ending June 30.
- 2. Contract Interpretation.**
- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Superior Court Procurement Code, Arizona Revised Statutes and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 are applicable as appropriate.
  - B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
  - C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Superior Court of Arizona in Maricopa County and as they may be amended, the following shall prevail in the order set forth below:
    - (1) Special Terms and Conditions;
    - (2) Uniform Terms and Conditions;
    - (3) Statement or Scope of Work;
    - (4) Specifications;

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

- (5) Attachments;
- (6) Exhibits;
- (6) Documents referenced or included in the Solicitation.

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3. Contract Administration and Operation.**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Superior Court of Arizona in Maricopa County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Superior Court of Arizona in Maricopa County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor's(s') facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Superior Court of Arizona in Maricopa County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Superior Court of Arizona in Maricopa County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Superior Court of Arizona in Maricopa County for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the Superior Court of Arizona in Maricopa County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Superior Court of Arizona in Maricopa County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contract Administrator and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Superior Court.

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

- G. Property of the Superior Court of Arizona in Maricopa County. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Superior Court of Arizona in Maricopa County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Superior Court of Arizona in Maricopa County.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the Superior Court of Arizona in Maricopa County shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract shall own (for and on behalf of the Superior Court of Arizona in Maricopa County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Superior Court of Arizona in Maricopa County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Superior Court of Arizona in Maricopa County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Superior Court of Arizona in Maricopa County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Superior Court of Arizona in Maricopa County without the express written authorization of the agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract.
- I. Compliance Requirements for A.R.S. § 41-4401. Government Procurement: E-Verify Requirement
- (1) The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A. R. S. § 23-214, Subsection 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.)
  - (2) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
  - (3) Failure to comply with a State/Superior Court of Arizona in Maricopa County audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and contractor may be subject to penalties up to and including termination of the contract.
  - (4) The Superior Court of Arizona in Maricopa County retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subparagraph (1)
- J. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the Superior Court of Arizona in Maricopa County or its 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.

**4. Costs and Payments.**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

the Superior Court of Arizona in Maricopa County within thirty (30) days. Contract Number & Title must be on invoice, if not, invoice will be sent back to contractor for correction, before processing.

- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - (2) State and Local Transaction Privilege Taxes. The Superior Court of Arizona in Maricopa County is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and all subcontractors shall hold the Superior Court of Arizona in Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Superior Court of Arizona in Maricopa County for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- E. Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session or the Board of Supervisors takes action to reduce the appropriations or for any reason and these goods or services are not funded, the Superior Court may take any of the following actions:
- (1) Accept a decrease in price offered by the Contactor;
  - (2) Cancel the Contract;
  - (3) Cancel the Contract and re-solicit the requirements.

**5. Contract Changes.**

- A. Amendments. This Contract is issued under the authority of the Superior Court and the presiding judge who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Contract Administrator in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Contract Administrator. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

without the prior written approval of the Contract Administrator. The Superior Court of Arizona in Maricopa County shall not unreasonably withhold approval.

**6. Risk and Liability.**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Superior Court of Arizona in Maricopa County shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Superior Court of Arizona in Maricopa County as a result of entering into this Contract. However, the parties further agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
- (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- D. Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the Superior Court of Arizona in Maricopa County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the Superior Court of Arizona in Maricopa County of materials furnished or work performed under this Contract. The Superior Court of Arizona in Maricopa County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- E. Force Majeure
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals 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.
- (2) Force Majeure shall not include the following occurrences:
- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.
- (4) 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.
- F. Third Party Antitrust Violations. The Contractor assigns to the Superior Court of Arizona in Maricopa County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**7. Warranties.**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Superior Court of Arizona in Maricopa County of the materials, they shall be:
  - (1) Of a quality to pass without objection in the trade under the Contract description;
  - (2) Fit for the intended purposes for which the materials are used;
  - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - (4) Adequately contained, packaged and marked as the Contract may require; and
  - (5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the Superior Court of Arizona in Maricopa County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the Superior Court of Arizona in Maricopa County.
- E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
  - (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Superior Court of Arizona in Maricopa County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

- (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. Superior Court of Arizona in Maricopa County Contractual Remedies.**

- A. Right to Assurance. If the Superior Court of Arizona in Maricopa County 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 Contract Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Superior Court of Arizona in Maricopa County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
- (1) The Superior Court of Arizona in Maricopa County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Superior Court of Arizona in Maricopa County after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- (2) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the Superior Court of Arizona in Maricopa County under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Superior Court of Arizona in Maricopa County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The Superior Court of Arizona in Maricopa County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Superior Court of Arizona in Maricopa County, or damages assessed by the Superior Court of Arizona in Maricopa County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination.**

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the Superior Court of Arizona in Maricopa County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Superior Court of Arizona in Maricopa County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the Superior Court of Arizona in Maricopa County, it may also cancel this Contract as provided in A.R.S. § 38-511.

- B. Gratuities. The Superior Court of Arizona in Maricopa County may, by written notice, terminate this Contract, in whole or in part, if the Superior Court of Arizona in Maricopa County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Superior Court of Arizona in Maricopa County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Superior Court of Arizona in Maricopa County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The Superior Court of Arizona in Maricopa County may, by written notice to the Contractor, immediately terminate this Contract if the Superior Court of Arizona in Maricopa County 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 Superior Court of Arizona in Maricopa County.
- D. Termination for Convenience. The Superior Court of Arizona in Maricopa County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Superior Court of Arizona in Maricopa County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Superior Court of Arizona in Maricopa County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the Superior Court of Arizona in Maricopa County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Contract Administrator shall provide written notice of the termination and the reasons for it to the Contractor.
  - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County on demand.
  - (3) The Superior Court of Arizona in Maricopa County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Superior Court of Arizona in Maricopa County for any excess costs incurred by the Superior Court of Arizona in Maricopa County in procuring materials or

**SECTION 4**  
**UNIFORM TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson CCB-LL  
Phoenix, Arizona 85003

**Courtroom Technology**

services in substitution for those due from the Contractor.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 10. Requirements Contract.** Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.
- 11. Contract Claims.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.
- 12. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- 13. Background Check Requirement.** Successful offerors shall be required to pass a Superior Court background check including the submission of a fingerprint card. Offerors who fail to pass shall be considered non-responsive. As the process to correct any deficiencies in a failed background check may take several weeks to months, the bidder shall automatically be considered non-responsive to this solicitation.

## SECTION 5 SPECIAL TERMS AND CONDITIONS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 4, Paragraph 1, have the following meaning:
  - A. *“Superior Court”* means the Superior Court of Arizona in Maricopa County.
  - B. *“Department”* means the Contracts Unit of the Superior Court of Arizona in Maricopa County.
  - C. *“Services”* means services performed, workmanship and material furnished or used in the performance of services.
2. **Term of Contract.** The term of the resultant contract shall be effective the date specified on the Offer and Acceptance Signature page and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
3. **Option to Extend the Term of the Contract.**
  - A. The Superior Court may at its option extend the one-year period of this Contract up to four (4) additional annual periods or portions thereof. The Offeror shall be notified in writing by the Superior Court’s intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period.
  - B. If Superior Court exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
  - C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
4. **Changes.**
  - A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
    1. Description of services to be performed;
    2. Time of performance (i.e., hours of the day, days of the week, etc.); and
    3. Place of performance of the services.
  - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Contract Specialist may/shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
  - C. The Contractor must assert their right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Contract Specialist decides that the facts justify it, the department may/shall receive and act upon a proposal submitted before final payment of the Contract.
  - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the department may/shall have the right to prescribe the manner of the disposition of the property.
  - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
5. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other Superior Court contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Superior Court contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Superior Court contractors.
6. **Eligible Agencies.** Any Arizona court, any political subdivision on behalf of a court, or any county government in Arizona, including all departments of Maricopa County, may obtain services under any contract resulting from this solicitation.

## SECTION 5 SPECIAL TERMS AND CONDITIONS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

Contractor agrees to provide such materials or services to eligible agencies at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract which is not a subject of or addition to this Contract is a violation of the Contract and the Superior Court Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

- 7. Employment of Superior Court of Arizona in Maricopa County Personnel.** Pursuant to Rule 1.1 of the Code of Conduct for Judicial Employees, the Superior Court cannot contract with a former judicial employee who left the Court's employment during the preceding twelve (12) months who represents a person or business entity concerning any matter in which the former employee was directly and personally involved and over which the former employee exercised substantial and material administrative discretion. Therefore, the Contractor shall not employ any current or former Superior Court employee for any work required by the terms of this Contract, without prior written approval of the Contracts Unit.
- 8. Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**9. Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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. This indemnification will survive the termination of the above listed contract with the Contractor.

***This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.***

**10. Insurance Requirements.**

Contractor and subcontractors shall procure and 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 the 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 Superior Court of Arizona in Maricopa County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance

**SECTION 5**  
**SPECIAL TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the 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 (GCL) – 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

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

2. **Business 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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker’s Compensation and Employers’ Liability**

- Workers’ Compensation Statutory
- Employers’ Liability
  - Each Accident \$1,000,000

**SECTION 5**  
**SPECIAL TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

- o Disease – Each Employee \$1,000,000
- o Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**4. Network Security (Cyber) and Privacy Liability**

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

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy 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, 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.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**5. Technology Errors & Omissions Insurance**

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

**SECTION 5**  
**SPECIAL TERMS AND CONDITIONS**

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

- a. 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.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. 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. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, 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 Superior Court of Arizona in Maricopa County. Within two (2) business days of receipt, Contractor must provide notice to the Superior Court of Arizona in Maricopa County 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 Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Superior Court of Arizona in Maricopa County Purchasing, 201 W. Jefferson, CCB-LL, Phoenix, AZ 85003, Fax: 602-506-5957).

**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 State of Arizona 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 Superior Court of Arizona in Maricopa County 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 Court before work commences. The Court's receipt of any certificates of insurance or policy endorsements that do not

## SECTION 5 SPECIAL TERMS AND CONDITIONS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

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 Department. The Superior Court of Arizona in Maricopa County project/contract number and project description shall be noted on the certificate of insurance. The 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 Department 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 Contracting Agency, in consultation with State Risk, 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.

**H. EXCEPTIONS**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, Superior Court of Arizona, or university, none of the above shall apply.

**11. Superior Court of Arizona in Maricopa County Contractor Title VI Requirements.** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations. The contractor shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (hereinafter referred to as "Title VI"), 42 U.S.C. §2000, et seq., and all applicable federal regulations related thereto. These regulations are incorporated by reference and made a part of this contract. This includes but is not limited to providing foreign language and sign language interpreters when necessary to perform work under this contract.
- B. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in all activities related to its performance under this contract.
- C. Solicitations for Subcontractors. In all solicitations by either competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract, Title VI, and applicable federal law not to discriminate on the grounds of race, color, or national origin.

## SECTION 5 SPECIAL TERMS AND CONDITIONS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

- D. Information and Reports. The contractor shall provide all information and reports required by federal law and this contract and shall permit access to its books, records, accounts, other sources of information and its facilities as the Superior Court of Arizona in Maricopa County and/or the United States government may determine is necessary to ascertain compliance with this contract, Title VI, and related federal law.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Superior Court of Arizona in Maricopa County shall impose such contract sanctions as it may determine in the exercise of its discretion to be appropriate, including, but not limited to withholding of payments to the contractor under the contract until the contractor complies, and/or canceling, terminating, or suspending the contract, in whole or in part.

- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract unless exempt from doing so pursuant to federal law. All such contract provisions and the non-discrimination provisions of Title VI are fully binding upon all subcontractors. The contractor shall take such action with respect to any subcontractor as the Superior Court of Arizona in Maricopa County and/or the United States government may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Superior Court of Arizona in Maricopa County enter into such litigation to protect its interests and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 12. Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

- 13. Price Escalation.** Superior Court may review a fully documented request for a price increase upon contract renewal. Any requests for price adjustments must be submitted to the Contract Administrator or its designee sixty (60) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation may not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. If a price increase is approved, it will be documented through a formal contract amendment.

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

- 15. Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the department, and shall be submitted in draft form for advance review and comment by the department, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

- 16. Warranty of Services.**

- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. Superior Court's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this

## SECTION 5 SPECIAL TERMS AND CONDITIONS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

warranty.

- B. In addition to its other remedies, Superior Court may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

### 17. Remedies and Termination Rights

- A. Convenience. The Superior Court may terminate this Contract in whole or in part without cause thirty (30) days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor.
- B. Defective Performance. The Superior Court may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Contractor's failure to adhere to any service, procedural, administrative, legal requirement in regards to this Contract shall be a basis for termination under this Subparagraph.

The Superior Court may provide the Contractor with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Superior Court shall provide notice to the Contractor by whatever means is reasonable under the circumstances.

The Superior Court shall be entitled to deduct from any compensation owed the Contractor, or otherwise recover, amounts to which the Contractor is not entitled, as well as any additional expenses the Superior Court Incurs, due to defective performance or nonperformance.

- C. Voluntary Termination. The Contractor may request, in writing, a voluntary termination of the Contract. The Contractor shall give a sixty (60) day notice prior to the requested date of termination. The Superior Court shall have the sole discretion to determine if the voluntary termination is in the best interest of the Superior Court and shall provide written notice accepting termination.
- D. Unanticipated Circumstance. In the event the Contractor becomes deceased, incapacitated, or ill and is not able to perform the service provisions of this Contract, the Superior Court reserves the right to terminate the Contract upon notification.
- E. Additional Remedies. The Superior Court is entitled under this Contract to all remedies available in law or equity. In the event that the Superior Court determines that the Contractor or any non-employee has failed to comply with the Contract, the Superior Court may take any appropriate action including:
1. Withholding of compensation due the Contractor for services rendered;
  2. Suspension of the Contract in whole or in part;
  3. Suspension of referrals and/or removal of the clients in service;
  4. Recovery, through offset or otherwise, of compensation already paid, or of Superior Court administrative costs;
  5. Requiring the posting of a bond; and/or

## SECTION 5 SPECIAL TERMS AND CONDITIONS

Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003  
Courtroom Technology  
Solicitation RFP- 180008

6. Terminating the Contract.

### 18. Obligations on Completion, Termination or Suspension

- A. Transfer of Clients. At the completion of the Contract, or if the Superior Court terminates or suspends this Contract, the Contractor shall cooperate with the Superior Court in transferring or otherwise reassigning any client to whom the Contractor is providing services. The Superior Court shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Contractor was providing services for and can do so before or upon completion, termination or suspension of this Contract.
- B. Records. Records relating to the Contract shall remain the property of the Contractor, subject to the Contract's retention, confidentiality, and access requirements. The Contractor shall, at the Superior Court's request, provide a copy of those records to the Superior Court or to any new provider of the services within the time specified in the request. The Superior Court shall pay for the reasonable cost of copying and transferring those records.
- C. Compensation for Services. Where the compensation under the Contract is fee for service, the Superior Court shall pay the Contractor for all authorized services performed to the date of completion, termination or suspension. Where the compensation under the Contract is block purchase, the Superior Court shall pay the Contractor an appropriate pro rata portion of the flat rate. Additionally, if it is necessary to remove and transfer clients from a facility that the Contractor operates and the Superior Court fails to do so by the completion, termination or suspension date, the Superior Court shall reimburse the Contractor for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.
- D. Subsequent Audit. If the Contract is completed, or the Superior Court terminates or suspends it, the Superior Court retains the right to inspect, monitor or audit the facilities and records of the Contractor and non-employees, and to disallow compensation or recover compensation if warranted.

**19. Confidentiality of Records.** The contractor shall establish and maintain procedures and controls acceptable to the Court for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the Court or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

**20. Compliance with Court Rules, Statutes and Orders.** The Contractor shall be in compliance with current and future provision of relevant Court rules, the Code of Judicial Administration and Arizona and federal statutes. Failure to comply with relevant Court rules, the Code of Judicial Administration, and statutes shall be grounds for termination under this contract.

**21. Electronic Courtroom Failure.** It is agreed by the Contractor that a failure of the equipment in a courtroom to be operational for a proceeding or event will cause damage to the Court. If the failure of a courtroom to be operational is more than three (3) business days during a calendar year, this shall constitute a material breach of contract and shall be cause for immediate cancellation of the contract.

**SECTION 5**  
**SPECIAL TERMS AND CONDITIONS**

Judicial Branch of Arizona  
Superior Court  
Contracts Department  
201 West Jefferson  
CCB-Lower Level  
Phoenix, Arizona 85003

Solicitation RFP- 180008

- 22. Discontinuance or Addition of Products.** In the event that a product or model described in the Scope of Work is discontinued or a new model or a comparable product is announced by the manufacturer, the Court, at its discretion, may allow the Contractor to substitute the comparable product for the discontinued product or the new or comparable model for the product described in the Scope of Work subject to the procurement provisions of the Judicial Branch Procurement Codes. The Contractor shall request permission to substitute a new product or model and provide the following:
- A. Certification by the manufacturer that the product or model described in the Scope of Work has been discontinued or that a new model or a comparable product has been announced.
  - B. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - C. Documentation that provides clear and convincing evidence that the replacement shall be compatible with all the functions or uses of the discontinued product or model.
  - D. Documentation confirming that the price/performance for the replacement is the same as or better than the discontinued model.
- 23. Removal of Contractor's Employees.** The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Court may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the Court.
- 24. Usage Report.** Upon request by the Court, the Contractor shall furnish the Court a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Court and shall disclose the quantity and dollar value of each contract item by individual unit.
- 25. Rights in Data.** The Court shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. Contractor shall retain all rights, title and interest in the intellectual property and all other rights in and to the Software, including all copies thereof. The County shall have no ownership rights of any kind in the Software.
- 26. Source Code Escrow.** Copies of all source code files required to develop the system object code and firmware; with any compilers, utilities, hardware, and instructions required must be held in escrow for the duration of the contract. Versions of the executables shall also be placed in escrow.

# OFFER AND ACCEPTANCE



Superior Court of Arizona in Maricopa County  
Contracts Department  
201 West Jefferson  
Phoenix, Arizona 85003

## Attachment 1 Courtroom Technology

The Undersigned hereby offers and agrees to furnish the materials and/or service(s) in compliance with all the terms, conditions, specifications and amendments in the solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person Date of Offer

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Offeror's Arizona Transaction (Sales) Privilege Tax License  
Number: \_\_\_\_\_

Offeror's Federal Employer Identification Number: \_\_\_\_\_

| Acknowledgement of Amendment(s):   | Amendment No. Date | Amendment No. Date |
|--|--------------------|--------------------|
| <i>(Offeror acknowledges receipt of amend-<br/>ment(s) to the Solicitation for Offers and<br/>related documents numbered and dated</i> | _____              | _____              |
|  | _____              | _____              |
|  | _____              | _____              |

- By signature in the Offer section above, the Offeror certifies:
1. The submission of the Offer did not involve collusion or other anticompetitive practices.
  2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
  3. The Offeror 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 the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
  4. The Offeror certifies that the above referenced organization    IS/    IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

### ACCEPTANCE OF OFFER

The Offer is hereby accepted.  
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.  
**This Contract effective date shall be:** \_\_\_\_\_

**This Contract shall henceforth be referred to as Contract No.** \_\_\_\_\_.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

**Superior Court of Arizona in Maricopa County**  
**Attested:**

\_\_\_\_\_  
Raymond Billotte - Judicial Branch Administrator

\_\_\_\_\_  
Date

**ATTACHMENT 2**  
**PRICE SHEET**  
**RFP-180008**  
**Courtroom Technology**

**A. Pricing for Enhancement Innovation Project**

1. Digital Recording System Enhancement \$ \_\_\_\_\_

2. Development of E-Commerce Website \$ \_\_\_\_\_

**B. On Going Projects, Preventative Maintenance, Legacy Systems Maintenance, Technical Support**

3. The basis for future pricing of ongoing projects shall be fixed discount(s) off published price list(s) or catalog(s). Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the judicial agencies at the time the bid is submitted. Awarded contractor may add additional manufacturers/product lines at any time after award by notifying the Judicial Branch Contracts Unit in writing.

**On a separate sheet labeled Price Sheet for Catalogs list each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.**

4. Design Services \$ \_\_\_\_\_ hr

5. Installation Services \$ \_\_\_\_\_ hr

6. Integration Services \$ \_\_\_\_\_ hr

7. Preventative Maintenance \$ \_\_\_\_\_ hr

8. Legacy Maintenance \$ \_\_\_\_\_ hr

9. Requested Technical Support \$ \_\_\_\_\_ hr

**Attachment 3**  
**OFFEROR'S QUESTIONNAIRE**  
**Courtroom Technology**

Installation of Electronic Technology in New Court Facilities and Upgrades to Existing Courtrooms

1. Describe your method of approach on installation and implementation of new electronic courtroom technology as the Court opens new judicial branch facilities.
2. Describe your method of approach on installation and implementation of upgrades to existing courtrooms, jury deliberation rooms, remote monitoring rooms, and other rooms and facilities as directed by the Court.

Preventative and Legacy Maintenance and Technical Support

3. Describe your method of approach for maintenance, service and repair or replacement of existing digital recording systems, evidence presentation systems and remote monitoring systems and their related components.
4. Describe your method of approach for providing assistance with systems performance monitoring and tuning for optimal performance; assistance with maintenance functions associated with the operation of the courtrooms systems, equipment and interfaces; and assistance with troubleshooting and recommended best practices.

General

5. The offeror shall clearly define and communicate what is specifically included in their Design Services.
6. The offeror shall clearly define and communicate what is specifically included in their Integration Services.
7. Have you ever received any Demand for Assurance or other letters regarding quality or timeliness of work? How did you respond and what was your corrective plan?
8. Will you be compliant with all of the Insurance Requirements as listed in the solicitation?

SOLE PROPRIETOR WAIVER

**NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES.**

**IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY (INCLUDING SINGLE MEMBER LLC), PARTNERSHIP, OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically, A.R.S. § 23-961(P), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_.  
I am performing work as an independent contractor for the State of Arizona, Superior Court of Arizona in Maricopa County, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, Superior Court Of Arizona In Maricopa County. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Street Address / P. O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Signature of Sole Proprietor: \_\_\_\_\_ Date: \_\_\_\_\_

State Agency: Superior Court of Arizona in Maricopa County Agency #: 893

Signature of Agency  
Contract Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Identification: \_\_\_\_\_

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15<sup>th</sup> Avenue, Suite #301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

\_\_\_\_\_  
Signature of Risk Management Authorized Signer

\_\_\_\_\_  
Date

## INDEPENDENT CONTRACTOR AGREEMENT

**NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS.**

**THIS FORM DOES NOT APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.**

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, [A.R.S. § 23-901](#) (et. seq.), and specifically [A.R.S. § 23-902 \(C\), \(D\)](#), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business."

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

### **WE THE UNDERSIGNED AGREE THAT THE BUSINESS:**

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

## INDEPENDENT CONTRACTOR AGREEMENT

|   |                     |                    |
|---|---------------------|--------------------|
| <b>NAME OF INDEPENDENT CONTRACTOR:</b> _____      |                     |                    |
| <b>ADDRESS / P.O. BOX:</b> _____                  |                     |                    |
| <b>CITY:</b> _____                                | <b>STATE:</b> _____ | <b>ZIP:</b> _____  |
| <b>SIGNATURE OF INDEPENDENT CONTRACTOR:</b> _____ |                     | <b>DATE:</b> _____ |

|  |                         |                            |
|--|-------------------------|----------------------------|
| <b>STATE OF ARIZONA</b>  |                         |                            |
| <b>AGENCY:</b> <u>Superior Court of Arizona in Maricopa County</u> |                         | <b>AGENCY#:</b> <u>893</u> |
| <b>ADDRESS:</b> <u>201 W. Jefferson, CCB-LL</u>                    |                         |                            |
| <b>CITY:</b> <u>Phoenix</u>  | <b>STATE:</b> <u>AZ</u> | <b>ZIP:</b> <u>85003</u>   |
| <b>SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR:</b> _____           |                         | <b>DATE:</b> _____         |
| <b>CONTRACT IDENTIFICATION:</b> _____                              |                         |                            |

**BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:**

**ARIZONA DEPARTMENT OF ADMINISTRATION  
RISK MANAGEMENT DIVISION - INSURANCE UNIT  
100 NORTH 15<sup>th</sup> AVENUE, SUITE #301  
PHOENIX, AZ 85007**

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

---

**Signature of Risk Management Authorized Signer** **Date**

**ARIZONA CODE OF JUDICIAL ADMINISTRATION**  
**Part 1: Judicial Branch Administration**  
**Chapter 6: Records**  
**Section 1-602: Digital Recording of Court Proceedings**

**A. Definitions.** In this section, unless otherwise specified, the following definitions apply:

“Backward compatible” means that software can use files and data created with an older version of the same software program. Hardware is backward compatible if it can run the same software as the previous model.

“Confidence monitoring” means listening to the electronic verbatim recording from the storage medium in real time by use of headphones or other device to ensure the system is operating properly.

“Migration” means the process of upgrading to new technologies while preserving accessibility to existing records. It also means the process of moving electronic data from one storage device or media to another.

“Refresh” means the copying of a recording or a whole storage medium for the purpose of preserving or enhancing the quality of the recording.

“System check” means a test recording made to confirm that all components of the recording and playback system are functioning properly.

**B. Purpose.** Digital recording in the courtroom, whether audio or video, shall meet the required standards listed below when created as the official record of a court proceeding. In addition to setting minimum standards for digital recordings, this section also contains storage requirements for electronically-maintained court reporters’ notes and recommendations intended to guide electronic recording operations. This section is not intended to mandate digital recording in the court.

**C. Technical Requirements.**

1. Equipment.

- a. Courts shall comply with the accessibility, migration, storage, and retention requirements contained in ACJA § 1-504(F)&(G) when procuring and using digital recording equipment.
- b. The recording system shall use equipment having industry standard connections.
- c. Peripheral devices used for transcription (e.g. foot pedals) shall connect with the system using standard interfaces.

- d. Toggling mute buttons shall not be used on microphones. Microphones that mute only when a button is depressed are allowed. Microphones that visually indicate when they are on and off are recommended to increase the likelihood that confidential communications are not recorded unintentionally.
  - e. The recording system shall be capable of confidence monitoring.
2. Annotation.
- a. The recording system shall include an interface that allows the user to create an index of the proceeding being recorded, for use in identifying a desired portion of the hearing.
  - b. The index may link the verbatim audio record of a proceeding with another internal court management system.
  - c. The recording system shall provide a search function to allow searching of a recording's annotations.
3. Playback.
- a. The recording system shall allow for channel isolation to aid in the identification of different parties for transcription purposes.
  - b. The recording system shall include tools to allow users to clip portions of a proceeding to accommodate partial record requests on CD.
  - c. The recording system shall allow for playback of recordings in the courtroom while simultaneously recording courtroom events.
  - d. The recording system shall produce an audio or video record that can be placed on a standard CD-R with no licensing restrictions for playback, including no licensing restrictions on playback software.
  - e. The system shall provide the ability to save files to an industry standard format such as AVI, MPG, or WAV playable by non-proprietary readers.
4. Storage and Backup of Recordings. Recordings shall have a file size/compression rate to allow approximately six hours of recording to fit on a single CD or other non-rewriteable optical media.

#### **D. Operational Requirements.**

1. Procurement.
- a. The court shall obtain a minimum one year warranty on all recording systems and related equipment as part of the installation services.

- b. The court shall obtain a minimum of both staff training and train-the-trainer training as part of the installation services.
2. Operation of Equipment.
  - a. Staff operating the recording system shall be adequately trained to proficiently operate the system.
  - b. A system check shall be made sufficiently in advance of court proceedings to assure proper operation of electronic recording equipment each day. The court shall establish a procedure for employees to follow in the event of an equipment malfunction. A system check shall also be performed prior to conducting the initial proceeding following any loss of power or recording system shutdown.
  - c. Courts shall establish policies addressing when recording systems are to be turned on and off consistent with judicial necessity.
  - d. Courts shall assign one or more staff members to act as the point-of-contact for operational and repair issues. The point-of-contact staff person shall be trained in operating the equipment, as specified in subsection (E)(2), and in procedures to be followed in resolving operational issues, including contacting vendors.
3. Security. The court shall establish procedures to limit access to recordings of sealed and confidential matters, such as use of appropriate labeling or segregating recordings of non-public hearings.
4. Official vs. Unofficial Recordings.
  - a. When no certified court reporter is present in a court proceeding, the electronic recording shall be the official record, except as provided by Supreme Court Rule 123(d)(4), and any transcript thereof shall be prepared in accordance with Section 5 below.
  - b. When a certified reporter records a proceeding in superior court that is simultaneously recorded by electronic recording equipment, the court reporter's record shall be the official record.
  - c. When a certified reporter records a proceeding in a limited jurisdiction court that is simultaneously recorded by electronic recording equipment, the judicial officer shall determine which recording is the official record, and the judicial officer's decision shall be noted on the record.
5. Transcription.
  - a. Official transcripts of court proceedings prepared from electronic recordings shall comply with the Arizona Manual of Transcript Procedures and shall be

produced by either a certified reporter, a court employee or a transcriber under contract with a court.

- b. The court shall establish procedures to ensure that authorized transcribers notify the court when they encounter poor-quality recordings, and that these reports are investigated and any problems remedied.
  - c. Courts shall assign an individual to act as a transcript coordinator to ensure timely provision of electronic recordings of proceedings to authorized transcribers, as defined in Supreme Court Rule 30, when required for appellate proceedings. The coordinator and authorized transcribers should be familiar with the rules and practices involved in transmitting the verbatim record to the appellate court.
6. Records Management.
- a. Courts shall identify equipment and establish procedures necessary for archiving and managing electronic records of court proceedings, for ensuring the timely production of transcripts required for appellate proceedings, and for providing public access to the records in compliance with Rule 123, Rules of the Supreme Court and ACJA §§ 1-504 and -506.
  - b. Courts shall preserve electronic notes of proceedings generated by court reporters in a generic format that will permit them to be interpreted by other reporters in the event the author is not available to prepare a transcript. For example, the translated version of the notes may be stored in a “.pdf” format accompanied by an electronic copy of the author’s personal dictionary.
  - c. Courts shall conduct an annual review of the readability of digital recordings and migrate recordings to a non-proprietary format as necessary to ensure access throughout the applicable retention period.
  - d. Courts shall ensure continued accessibility via a planned migration path so devices, media, and technologies used to store and retrieve official verbatim recordings are not allowed to become obsolete and are promptly replaced or upgraded.
  - e. Courts shall ensure that any new equipment or software replacing that used in an existing digital recording system is backward compatible and shall obtain a vendor certification that the system will convert 100 percent of the audio or audio/video and index data to the new system so access to existing official records is never impeded.
  - f. Courts shall periodically refresh audio files in order to ensure their accessibility for as long as the applicable records retention schedule requires. These procedures may require recopying of files to new media.

7. Storage and Backup of Recordings.
  - a. Backup shall be performed at least daily, and periodically reviewed for continuing viability as required by subsection (D)(6).
  - b. Retention of electronic recordings shall be in compliance with applicable records retention schedules.

**E. Recommended Practices.** This subsection identifies best practices in procuring and operating digital recording systems.

1. Procurement. The court should procure only from vendors who possess necessary state contractor licenses required to perform the work of installing the electronic recording systems in courtrooms.
2. Operation of Equipment.
  - a. An alternative recording system should be available for use in the case of primary equipment failure.
  - b. To the extent possible, courts should have properly trained personnel dedicated to the operation of electronic recording equipment. Training should be tailored to the specific needs of the recording system and court operations. Training should include but not be limited to the following:
    - Storing and copying of records including partial records.
    - Special handling of sealed or confidential hearings.
    - Creation and retrieval of annotation files.
    - Troubleshooting of equipment and recording quality as appropriate for the system, vendor, and the resources of the courts.
    - Creating backups of files.
    - Playing back a recording.
    - Confidence monitoring while a recording is being made.
    - Adjusting microphone volume.
    - Microphone operations, including muting techniques.
3. Public Access Fees. Courts may charge reasonable fees for copies of audio or video recordings of court proceedings, consistent with the requirements of Rule 123, Rules of the Supreme Court. The court may waive or defer such fees as it deems appropriate or where law requires such waiver or deferral.
4. Storage and Backup of Recordings.
  - a. Where possible, an additional backup should be made for offsite storage purposes.

- b. Simultaneous storage to multiple devices is recommended, for example, recording to the local computer in the courtroom and simultaneously storing to a remote server. Simultaneous storage is not a substitute for the requirement for daily backup described in subsection (D)(7).
  - c. Each recording should be annotated with the case number or numbers of the individual sessions included in the recording to allow the desired point in the recording to be referenced by a case management system or electronic docket.
  - d. Caution should be exercised when labeling recordings stored on a CD or DVD to ensure the labeling method employed will not expose the disc to damaging ink or adhesive-borne solvents and will not impair the disc's balance during playback. The label should identify the hearing date, location, and hearing officer.
- F. Periodic Review.** Due to the changing nature of technology, these standards shall be reviewed periodically by the Commission on Technology to identify areas requiring updating or revision.

*Adopted by Administrative Order 2006-49 effective June 28, 2006. Amended by Administrative Order 2013-38, effective April 10, 2013.*

## Exhibit B

# Overview of Existing Electronic Courtroom Technology

### A. Current System

1. Contains multiple microphones to capture audio from participants in the courtroom. The number and location of microphones will vary depending upon the size and shape each courtroom.
2. Contains multiple fixed position cameras to capture, via color video, the different speaking positions in the courtroom. The number and location of cameras will vary depending upon the size and shape of each courtroom. Additionally, live cameras are activated by the active microphone in a "video follows audio" model.
3. Includes a public address (PA) system that uses the audio from the microphones listed in item #1 above as their input source and has controls within the reach of the judicial officer and/or staff.
4. Includes provisions for hearing-impaired participants. The technology uses wireless headphones or hearing devices.
5. The presentation system controls are located at the judicial officer and bailiff positions.
6. Provides controls for the judicial officer to be able to lock a camera to prevent switching if the need arises.
7. Includes the ability to replay current testimony, both audio and video, in the courtroom while simultaneously recording the current proceedings should the need arise. The ability to replay the audio and video does not affect the official recording (i.e. no dead spots on the official record).
8. Has the ability to record bench conferences without broadcasting them over the PA system and produces "white noise" to block voices at the bench conference from being audible in the courtroom. There is a connection for a court reporter to hear the speakers during a bench conference.
9. Has the ability to accommodate teleconferences. The court supplies a phone line. The system allows the audio from the courtroom microphones to be heard by the remote site user. The system is capable of broadcasting the remote user's audio over the PA system and onto the audio record.
10. Includes the ability for court staff, sitting at their desk outside of the courtroom, to be able to listen in on the proceedings. The network feed does not impact the recording device's ability to capture the record due to higher utilization.
11. Allows network-connected users to receive the live video and/or audio feeds for remote monitoring. This is used for broadcasting high-interest courtroom events to overflow areas or for quality assurance monitoring by court staff. The feed does not impact the ability to capture the record due to higher utilization requirements.
12. Provides controls in the courtroom for starting and stopping the digital recording system either at the bench or the bailiff workstation.
13. Has the ability to provide a video conferencing using H.323 protocol when requested. The system uses the courtroom cameras and microphones as its video and audio inputs. The video conference system projects the remote site video to the evidence presentation monitors and projects the remote site audio through the public address system speakers. The audio from both the local and remote sites are captured on the record and the Court has the ability to capture the remote site video on the record if it is required by the judicial officer.
14. The audio/video recording system can be configured to allow recording of proceedings in a judge's chambers.

## **B. Back End Technology:**

1. Includes a mechanism/interface to keep track of the hearing/event information.
2. Provides real time archival of recordings in digital format.
3. Has a compression algorithm efficient enough to accommodate six hours of audio and video on a standard 700mb CD.
4. Has a recording scheme able to produce a video file that is the equivalent of 30 frames per second at a resolution of 320x240.
5. Has the ability to record the different audio inputs on separate channels to allow for isolation during playback.
6. Audio/video/event information stored is available via ODBC or API connectivity.
7. Audio/video files can convert to industry standard formats such as AVI, MPEG, or WMV.
8. Has tools allowing users to clip portions of a proceeding to accommodate partial record requests on CD or comparable media.
9. Has a process to seal events as required by a judicial officer. The process contains a software security system to restrict access based on authority levels when stored online.
10. Has the ability to remotely monitor, start and stop the recording system and log events for a minimum of four courtrooms by one person.
11. Produces an audio/video record that can be placed on a standard CD-R or other media with no licensing restrictions for viewing.

## **C. Evidence Presentation Requirements**

**Following is a brief, though not inclusive, list of items that are considered as typical evidence presentation devices:**

1. Evidence presentation monitors at counsel tables, the witness stand, podium/lectern, the judicial officer's position and the gallery.
2. Has the ability to annotate on the various monitors listed above via touch-screen technology.
3. Has the ability to capture annotated images to a hard-copy format (i.e. picture) that can be printed and marked into evidence.
4. Has display system technology for the jury and gallery that will vary depending on the size and shape of the courtroom, i.e., a ceiling mounted projector/screen, and/or wall mounted monitor(s) large enough to be appropriate displays relative to the size of the courtroom.
5. Has the ability for audio and video output from laptops, tablets or other mobile electronic devices to be displayed/broadcasted on all evidence presentation displays and the PA system. The inputs for the electronic devices are located at the counsel tables, podium/lectern, and the judicial officer's position.
6. Has the ability for the judicial officer to control who can display which images where and when (i.e. does not let images that haven't been admitted be presented on the gallery/jury displays).
7. Has the ability to display paper or 3-D objects.
8. Has the ability to display and play DVDs or Blu Ray.
9. Has the ability to video conference via the H.323 protocol.

**D. Evidence Presentation Cart General Requirements**

1. Provides widescreen annotation monitor (witness), DVD player, high resolution document camera, wireless touch screen, plus any hardware and software to support the presentation cart
2. Has the ability to provide other presentation equipment as required.

**E. Monitor Control Room Requirements and Information**

**Monitor Control Rooms are provided with workstations for multiple Courtroom Monitors with the ability to access at least four (4) courtrooms per workstation.**

1. Each workstation in a Monitor Control Room has the ability to control all recording systems, and to log or review the designated courtroom proceedings of all courtrooms assigned to that Control Room.

**F. Other Room Requirements**

1. Jury Deliberation Room - has one flat panel monitor appropriate to the size of the room with the ability to display electronic evidence from a DVD/Blu Ray player and/or laptop computer
2. Victim Rooms, Attorney-Client Rooms, and Media Rooms – has one flat panel LCD with speakers appropriate to the size of the room, A/V hookup and mounting hardware
3. Judicial Offices - microphones, camera and zoom lens, A/V hook up, mounting equipment
4. Other rooms - similar equipment for other rooms as required by use



## Recap of Required Information

Per the **Special Instructions to Offerors**, the following shall be submitted concurrent with and as part of the Offer: **One clearly marked original and four (4) thumbdrive copies of the proposal are required.** Failure to include and complete, as prescribed, all required information, may cause a negative impact on the evaluation of the offer.

**The Proposal shall include at least the following information:**

### Table of Contents

All offers shall include a Table of Contents.

### Attachments

#### **Attachment 1 Signed Offer and Award page**

Complete and submit all information requested on the Offer and Award page including acknowledgement of solicitation amendments, if any.

#### **Attachment 2 Price Sheet**

#### **Attachment 3 Questionnaire**

#### **Attachment 4 Sole Proprietor Certificate (if necessary);**

#### **Attachment 5 Independent Contractor Agreement;**

### Work Plan for Enhancement Innovation Project

Describe the minimum and recommended equipment, communications, and software configurations required for this project. Include a list of all software to be used in the installation.

Provide a detailed project implementation plan that demonstrates your ability to meet the requirements of this project as described in the Section 1, Scope of Work.

Provide a schedule of key milestones and deliverables in table form.

### Organization and Background Information

Describe Offeror's organization including years in business and number of years providing services similar to size and scope as those in this solicitation. Include qualifications of the organization and staff including information regarding your capacity to perform and related information indicating the current financial condition of the offeror.

### Staff Plan

Provide the following:

- o Organization chart identifying the staff and lines of authority
- o Names of key personnel for both the innovation and on-going projects
- o Roles and responsibilities of key personnel
- o Percent effort (time) key personnel will be assigned during the contract period

### Resumes

Provide resumes for key personnel showing experience and expertise relevant to the work described in the Scope of Work.