



Standard Terms and Conditions

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of XXXX () years, beginning on the XX day of XXX, 20XX and ending the XXX day of XXXX, 20XX.
- 1.2 The Branch may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of XX() additional years, (or at the Branch's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The Branch shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the Branch. This may include, but is not limited to the preparation of a transition plan and cooperation with the Branch or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the Branch either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

1.4 CONTINUATION OF SOFTWARE AND SOFTWARE SUPPORT:

Subject to the payment by the Branch of any applicable fees, Contractor's software shall remain operational during any transition period and thereafter as provided in this Contract or by further agreement. In the event that a party other than Contractor is awarded a subsequent contract or the Branch takes the product in-house, Contractor shall provide continuing services, on a time and materials basis at Contractor's then current rate, during the Branch defined transition period. Either party shall provide the order with notice of the need for transition services not less than six (s) months before the end of the current contract term.

2.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) calendar days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If Branch agrees to the adjusted price terms, Branch shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, Branch shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the Branch's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Branch bill-to name and contact information
- Contract Serial Number
- Branch purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the Branch.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility

of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 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 shall, and require all subcontractors to hold Judicial Branch 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.

3.5 TAX:

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Branch for disbursement. The Branch shall be the sole judge and authority in determining the availability of funds under this Contract. Branch shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, Branch may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, Branch shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. Branch shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, Branch may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the Branch (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the Branch, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to,

impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of Branch.

6.2 COPYRIGHT AND PATENT INFRINGEMENT INDEMNIFICATION:

6.2.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the Branch against any Claim, as defined below, and will indemnify and hold harmless the Branch as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) Branch promptly notifies Contractor of the Claim in writing upon being made aware of the Claim; (ii) Branch gives Contractor lead authority and Branch being control of the defense and (if applicable) settlement of the Claim, provided that Branch's legal counsel may participate in such defense and settlement, at Branch's expense, and (iii) Branch provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against Branch alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Contract, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the Branch in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the Branch.

6.2.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become the subject of a Claim, Contractor may, at its own expense and option: (i) procure for Branch the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to Branch a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case Branch will cease all use of software and return it to Contractor.

a. Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with Branch-provided specifications or instructions; (iii) use or combination by the Branch of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by Branch in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed Branch of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent Branch did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by Branch from third parties. However, components of Contractor

branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or documentation.

- 6.2.3 The foregoing states Contractor's entire liability, and Branch's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

6.3 INSURANCE:

- 6.3.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B+++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of Branch. The form of any insurance policies and forms must be acceptable to Branch.

- 6.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Branch, constitute a material breach of this Contract.

- 6.3.3 Contractor's insurance shall be primary insurance as respects Branch, and any insurance or self-insurance maintained by Branch shall not contribute to it.

- 6.3.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the Branch's right to coverage afforded under the insurance policies.

- 6.3.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Branch under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and Branch, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 6.3.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name Branch, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 6.3.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against Branch, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 6.3.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting

the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.3.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.3.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.3.11 Certificates of Insurance:

6.4.23.1 Prior to Contract award, Contractor shall furnish the Branch with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the Branch, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.4.23.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.4.23.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to Branch fifteen (15) calendar days prior to the expiration date.

6.3.12 Cancellation and Expiration Notice:

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 Branch. Contractor must provide to Branch, within two (2) business days of receipt, 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 Branch Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.4 FORCE MAJEURE:

- 6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.5 WARRANTY OF SERVICES:

- 6.5.1 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. Branch's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, Branch 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.

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to Branch covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Branch during Contract performance and for as long afterwards as the Contract requires.
- 6.6.2 Branch has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. Branch shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, Branch may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the Branch. When the defects in services cannot be corrected by re-performance, Branch may:
- a. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - b. Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, Branch may:

- a. By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by Branch that is directly related to the performance of such service; or
- b. Terminate the Contract for default.

6.7 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.8 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.8.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the Branch identifies a need and proper authorization and documentation have been approved.

6.8.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the Branch Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.9 PURCHASE ORDERS:

Branch reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Branch agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The Branch will not reimburse the Contractor for any costs incurred after receipt of Branch notice of cancellation, or for lost profits, shipment of product prior to issuance of purchase order.

6.10 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the Branch. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.11 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the Branch. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.12 STOP WORK ORDER:

The Procurement Officer 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 a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which

the parties may agree. 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. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

- 6.12.1 Cancel the stop work order; or
- 6.12.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.
- 6.12.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.13 TERMINATION FOR CONVENIENCE:

Branch may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.14 TERMINATION FOR DEFAULT:

The Branch may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

- 6.14.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- 6.14.2 Make progress, so as to endanger performance of this Contract; or
- 6.14.3 Perform any of the other provisions of this Contract.

The Branch's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the Branch) after receipt of the notice from the Procurement Officer specifying the failure.

6.15 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the Branch may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Branch is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the Branch may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Branch from any other party to the Contract arising as the result of the Contract.

6.16 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Branch reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

6.17 CONTRACTOR EMPLOYEE MANAGEMENT:

- 6.17.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide Branch a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 6.17.2 Contractor shall not reassign any key personnel without the express consent of the Branch.
- 6.17.3 Branch reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to Branch operations.
- 6.17.4 Branch reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 6.16.1 of this section.

6.18 TRAINING:

The Contractor shall provide training services to completely train ____ Branch personnel in the use and care of the equipment. All training shall take place on-site at Branch facilities in Maricopa County.

6.19 USAGE REPORT:

The Contractor shall furnish the Branch a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Branch and shall disclose the quantity and dollar value of each contract item by individual unit.

6.20 CONTRACTOR LICENSE REQUIREMENT:

- 6.20.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.
- 6.20.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.21 SUBCONTRACTING:

- 6.21.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the Branch. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.21.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the Branch has approved the increase. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the Branch, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

6.22 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Judicial Branch Procurement Office shall be responsible for approving all amendments for Branch.

6.23 ADDITIONS/DELETIONS OF REQUIREMENTS:

The Branch reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the Branch.

6.24 STRICT COMPLIANCE:

Acceptance by Branch of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.25 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.26 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.27 RIGHTS IN DATA:

The Branch shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.28 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.29 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Unless and until the District Court's injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the Branch will take no action to enforce it.

6.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.30.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

b. have not within three (3) year period preceding this Contract;

6.30.1.b.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.30.1.b.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.30.1.b.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

c. If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.30.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.31 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.31.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and

regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.31.2 The Branch retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.30.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the Branch's intent to inspect and shall make the documents available at the time and date specified. Should the Branch suspect or find that the Contractor or any of its subcontractors are not in compliance, the Branch will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.32 INFLUENCE:

Any effort to influence an employee or agent to breach the Judicial Branch Code of Ethics for Court Staff or any ethical conduct may be grounds for Disbarment or Suspension.

An attempt to influence includes, but is not limited to:

6.32.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.32.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Branch, the Procurement Manager, or his designee, reserves the right to seek any remedy provided by the Arizona Code of Judicial Administration, any remedy in equity or in the law, or any remedy provided by this contract.

6.33 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

6.33.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.33.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to Branch upon request.

6.33.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.34 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.35 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.35.1 Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §35-214 and §35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the Judicial Branch Procurement Office or any agency doing business under this Contract. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.

6.35.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Branch for the services not so adequately supported and documented.

6.36 AUDIT DISALLOWANCES:

If at any time it is determined by the Branch that a cost for which payment has been made is a disallowed cost, the Branch shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the Branch, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Branch.

6.37 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the Branch may offset from any money due to the Contractor any amounts Contractor owes to the Branch for damages resulting from breach or deficiencies in performance of the Contract.

6.38 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the Branch. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the Branch or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the Branch determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the Branch within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for Branch proprietary or confidential information shall be referred to the Branch for review and approval, prior to any dissemination.

6.39 PROPERTY OF THE BRANCH

6.39.1 In reference to Branch documents and records access, the Contractor shall not utilize its connectivity to Branch databases or document repositories for any purpose other than those explicitly stated in the statement of work. The Contractor shall not have any ownership of any Branch documents or data at any time. The Contractor shall be entitled to access Branch documents and data, but only to the extent reasonably necessary to perform its functions and obligations under this Contract.

6.39.2 The Contractor shall not use Branch information for any purpose except as authorized by the statement of work and shall also be held responsible for knowing and complying with security measures applicable to the classification assigned to data and documents by their designated owners.

6.40 WORK FOR HIRE:

6.40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets, XML specifications, schema, extensions, and file names created or conceived solely pursuant to and in the performance of this Contract (collectively, the "Developed Intellectual Property"), shall be work made for hire and the BRANCH shall be the owner of such Developed Intellectual Property. The BRANCH shall own the entire right, title and interest to the Developed Intellectual Property throughout the world, except that the BRANCH grants and agrees to grant to Contractor a perpetual, irrevocable, fully paid up, transferable, royalty free, worldwide, sublicensable, non-exclusive right and license: (i) to modify and create derivative works of the Developed Intellectual Property; (ii) to make, use, copy, import, distribute (directly or indirectly), license, sell, offer to sell, practice, rent, or lease or otherwise dispose of the Developed Intellectual Property (and derivative works thereof created under clause (i) above); and (iii) to sublicense any and all of the rights set forth in clauses (i) and (ii) above to other third parties, including the right to sublicense such rights to other third parties. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract ("Independent Materials") do not constitute Developed Intellectual Property.

6.40.2 Contractor shall notify the BRANCH within thirty (30) days, of the creation of any Developed 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 Developed Intellectual Property vests in the BRANCH and shall take no affirmative action's that might have the effect of vesting all or part of the Developed Intellectual Property in any entity other than the BRANCH.

6.40.3 Deliverables provided by Contractor hereunder may contain Contractor's pre-existing works, including but not limited to forms, techniques, processes, methodologies, and general know-how ("Contractor Pre-Existing Works"). In connection with any Contractor Pre-Existing Works provided to BRANCH hereunder, Contractor grants the BRANCH a non-exclusive, perpetual, worldwide, fully paid-up, royalty free license to make, use, copy, reproduce, modify, make derivative works thereof, and/or distribute the Pre-Existing Works and such derivative works.

6.40.4 Notwithstanding the foregoing, if the BRANCH elects, in their sole and absolute discretion, to relinquish ownership interest in any or all of the Intellectual Property, the BRANCH shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within the Arizona Judicial Branch without restriction for any activity in which the BRANCH are party.

6.40.5 Title to all reports, BRANCH information, or BRANCH data, prepared in conjunction with Contractor in performance of this Contract shall vest with the BRANCH. Subject to applicable state and federal laws and regulations, the BRANCH shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such BRANCH information.

6.40.6 Upon request by the BRANCH, the Contractor must disclose any existing strategic alliances, partnerships, or subcontracting arrangements that the Contractor has which involve the processing and/or use of BRANCH's data or documents acquired pursuant to this Contract.

6.41 ADVERTISING:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of Branch. Branch shall not unreasonably withhold permission.

6.42 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Procurement Manager shall determine whether the identified information is confidential pursuant to the Arizona Code of Judicial Administration.

6.43 PRICES:

Contractor warrants that prices extended to Branch under this Contract are no higher than those paid by any other customer for these or similar services.

6.44 INTEGRATION:

This Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Procurement Code for the Judicial Branch is used in this Contract, the definition contained in that code shall control.

6.45 RELATIONSHIPS:

6.45.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the Branch and the Contractor.

6.45.2 The Branch reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the Branch, the Contractor will be required to remove any employees

working on Branch projects and substitute personnel based on the discretion of the Branch within Two(2) business days, unless previously approved by the Branch.

6.46 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.47 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.48 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.48.1 Exhibit A, Pricing;

6.48.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For Branch:

Judicial Branch of Arizona in Maricopa County
Procurement Office
ATTN: Procurement Manager
201 West Jefferson, CCB 4th Floor, Suite A
Phoenix, Arizona 85003

For Contractor:

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

JUDICIAL BRANCH OF ARIZONA IN MARICOPA COUNTY

PROCUREMENT MANAGER
JUDICIAL BRANCH PROCUREMENT OFFICE

DATE

~ OR ~

JUDICIAL BRANCH COURT ADMINISTRATOR DATE

APPROVED AS TO FORM:

GENERAL COUNSEL

DATE