

Superior Court of Arizona in Maricopa

County

Justice Court

Adult Probation

Juvenile Probation

Request for Qualifications

Cover Page



Solicitation Number: 16013-RFQ
Title: Genetic Paternity Testing Services
Solicitation Due Date / Time: Thursday, June 30, 2016 at 2:00 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 Court is seeking responses from qualified contractors to perform genetic paternity testing service for clients of the Court. A qualified contractor shall be certified by the American Association of Blood Banks (AABB) for parentage or relationship testing. The service includes the collection of the sample, scientific interpretation and maintenance of the samples, preparation and submittal of a report of the findings and conclusions to the Client and the Court. The intent of this solicitation is to create a list of qualified and approved contractors to meet the needs of the Family Court clients. Payment for this service will be made by clients of the Family Court.

No Pre-Offer Conference will be held but Offerors may submit questions concerning this solicitation to the Procurement Officer listed below. See Section 3, Special Instructions to Offerors for further information.

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. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

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 Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Phyllis Mack

Procurement Officer

mackp@superiorcourt.maricopa.gov

Email Address

602-372-0253

Telephone Number

OFFER AND ACCEPTANCE



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

16013-RFQ

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

(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

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:

Presiding Judge: Janet E. Barton

Date

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SECTION 1

SCOPE OF WORK

Superior Court of Arizona in Maricopa County
Contracts Department
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SOLICITATION NO. 16013-RFQ
Genetic Paternity Testing Service

1. Intent

The Court is seeking responses from qualified contractors to perform genetic paternity testing service for clients of the Court. A qualified contractor shall be certified by the American Association of Blood Banks (AABB) for parentage or relationship testing. The service includes the collection of the sample, scientific interpretation and maintenance of the samples, preparation and submittal of a report of the findings and conclusions to the Client and the Court. The report of findings and conclusions shall be in a form acceptable to the Court. The Client shall be responsible for payment of the service.

2. Contractor Requirements

The Contractor shall:

- A. Use DNA test to determine paternity
- B. Utilize any single or battery of testing that meets the reporting criteria set forth in the AABB Standards for Parentage Testing Laboratories, current edition, and as may be amended from time to time.
- C. Use a buccal swab as the primary method of sample collection. Blood draws may be required for a second draw as directed by the Court or when in the professional opinion of the Contractor, a blood draw would provide a more accurate result.
- D. Ensure that each buccal swab collection shall contain enough sample material so that it may be retested if ordered by the Court.
- E. Follow the steps for identifying individuals as detailed in the AABB Standards for Parentage Testing Laboratories, current edition, and as may be amended from time to time.
- F. Verify and review the identification from the person submitting the sample. Acceptable forms of identification
 1. A photo identification issued by a foreign or domestic government ;
 2. Driver's license issued in the U.S., U.S. military or employer
 3. A valid birth certificate shall be required for children

3. Collection Requirements

The Contractor shall:

- A. Have multiple collections sites within Maricopa County to serve the needs of the clients.
- B. Have the ability to collect samples at correctional institutions within Maricopa County
- C. Have the ability to collect samples beyond Maricopa County when necessary
- D. Have the ability to collect samples at correctional facilities outside of Maricopa County when necessary
- E. Have the ability to deliver the collected samples to the testing facility while maintaining chain of custody.
- F. Send test kit(s) to any city or county jail; state, private or federal prison when requested and directed by court order.
- G. Comply with any rules and requirements imposed by any city or county jail; state, private or federal prison when a sample collection is requested on an incarcerated individual.

4. Laboratory Requirements

The Contractor shall:

- A. Ensure all services are provided by a qualified laboratory, accredited by the American Association of Blood Banks (AABB) as capable of performing genetic paternity tests and the collection of samples.

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SCOPE OF WORK**

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- B. Maintain all federal, state and local licenses, accreditations, and permit required for the operation of the Genetic Paternity Testing business.
- C. Shall repeat test without charge to the client if a sample is damaged during testing or processing necessitating a new sample for testing.
- D. Have the ability to utilize at no cost to the client past individual sample results when the previously tested individual is a party to another paternity determination.

5. Confidentiality and Chain of Custody Requirements

The Contractor shall:

- A. Not reveal to any party of the paternity test, the time, or date of the other party's appointment or any information regarding the other party.
- B. Maintain a proven and reliable chain of custody, report findings, conclusions, and notification of the final results
- C. Ensure the confidentiality of the test results and reports.
- D. Comply with the Health Insurance Portability and Accountability Act of 1996

6. Reporting of Results

The Contractor shall:

- A. Deliver the results to the Client and the Court no later than fourteen (14) calendar days after the collection of the last sample.
- B. Comply with the requirements of the AABB when generating the Paternity testing reports.

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UNIFORM INSTRUCTIONS TO OFFERORS

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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. *“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 Best and Final Offer; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *“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.
- D. *“Contract Amendment”* means a written document signed by the Offeror and the Presiding Judge or designee that is issued for the purpose of making changes in the Contract.
- E. *“Contractor”* means any person who has a contract with the Superior Court of Arizona in Maricopa County.
- F. *“Day”* means calendar days unless otherwise specified.
- G. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *“Offer”* means bid, proposal or quotation.
- H. *“Offeror”* means a vendor who responds to a Solicitation.
- J. *“Solicitation”* means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), a Request for Technical Offer, or a Request for Qualifications (“RFQ”).
- K. *“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.
- L. *“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 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. 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 person as a contact.
- C. Submission of Inquiries. All inquiries shall be submitted in writing and directed to the Solicitation contact person. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The Superior Court of Arizona in Maricopa County shall consider the relevancy of the inquiry but is not required to respond in writing.

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- 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 Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal 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 Solicitation cover sheet or elsewhere in the Solicitation. 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. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. 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 an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted 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, Technical Offers or Qualifications: All exceptions that are contained in the Offer may negatively affect the Superior Court of Arizona in Maricopa County's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed

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responsibilities in the Offer.

- F. Cost of Offer Preparation. The Superior Court of Arizona in Maricopa County will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- H. 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.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (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.
- J. 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 included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. 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.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, 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;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;

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- (9) Other documents referenced or included in the Solicitation.
- M. 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).
- N. 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.
- O. 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. Offers shall be received before the due date and time stated in the solicitation. Offers that are received 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 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. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The Superior Court may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 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 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 contract form, the Offeror certifies that:

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(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/>

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

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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 Presiding Judge signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

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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 June 17, 2016.
 - 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 Judicial Branch Purchasing webpage.
3. **Pre-Offer Conference.** A Pre-Offer Conference will not be held. Offerors are encouraged to submit questions via email to the Procurement Officer named on the cover page.

4. **Submittal of Required Information.**

The following shall be submitted concurrent with and as part of the Offer: **One clearly marked original and three (3) copies of the offer are required.** Failure to include and complete, as prescribed, all required information, may cause a negative impact on the evaluation of the offer.

The Offer shall include at least the following information:

4.1 Attachments

Signed Offer and Acceptance page

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

Attachment 6.1, Price Sheet

Attachment 6.2, Questionnaire

Attachment 6.3, Sole Proprietor Certificate (if necessary);

Attachment 6.4, Independent Contractor Agreement;

Attachment 6.5, References

4.2 Organization and Background

Describe Offeror's organization including years in business and number of years providing services similar to those in this solicitation. Include documentation that indicates your qualifications to perform the service as outlined in the Scope of Work.

4.3 Certifications

Include copies of your certification from AABB to perform genetic paternity testing and collection of samples.

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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 contracts will be made to the responsible Offeror(s) whose Offers are 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 set forth in the Solicitation.

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,

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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;
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 offer 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. **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 response to the needs of this solicitation.
2. **Method of Approach;** 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.

9. **Discussions.** In accordance with ACJA §1-402 (I)6, after the initial receipt of offers, Superior Court reserves the option to conduct discussions with those Offerors who submit offers determined by the

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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 7.1**. 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.

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- 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;

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- (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.

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- 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

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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 nor delegate any duty under this Contract

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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;

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- 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

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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

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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

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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 and the award shall be made to the next highest qualified bidder. 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.

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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 Award or 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. **Compliance with Court Ethical Standards.** The Contractor shall at all times maintain the ethical standards set forth in the Arizona Code of Conduct for Judicial Employees, except that at all times during the contract period, the provider shall be performing services solely as an Independent Contractor, and not as an employee or agent of the Court. (See Administrative Order No. 2010-13 at <http://www.azcourts.gov/portals/22/admorder/orders10/2010-13.pdf>.)
6. **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

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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.

7. **Conflict of Interest.** The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract.
8. **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.
9. **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. 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.
10. **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 Contract Specialist.
11. **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.
12. **Indemnification.**
To the extent allowed by law, Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Superior Court of Arizona in Maricopa County.

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

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the State of Arizona.

13. Insurance Requirements.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Damage to Rented Premises \$ 25,000
- Each Occurrence \$ 500,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its 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) \$ 500,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*** Such additional insured shall be covered to the full limits of liability

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purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b.** Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the State of Arizona, 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.
- c.** Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

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

- a.** Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its 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: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$ 500,000
- Annual Aggregate \$1,000,000

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials employees; the State of Arizona, or the Superior Court of Arizona in Maricopa County shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract. .

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Superior Court of Arizona in Maricopa County. Such notice shall be sent directly to Superior Court of Arizona in Maricopa County, Contracts Unit and shall be sent by certified mail, return receipt requested.

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- D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The Superior Court of Arizona in Maricopa County 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 Superior Court Contracts Department with certificates of insurance (ACORD form or equivalent approved by the Superior Court of Arizona in Maricopa County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the Superior Court of Arizona in Maricopa County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Superior Court of Arizona in Maricopa County Court Contracts Unit. The Superior Court of Arizona in Maricopa County project/contract number and project description shall be noted on the certificate of insurance. The Superior Court of Arizona in Maricopa County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the Superior Court of Arizona in Maricopa County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. 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.

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- 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.

15. **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.
16. **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.
17. **Price Reduction.** A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.
18. **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.
19. **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 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

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to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

20. 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
 - 6. Terminating the Contract.

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21. 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.

- 22. Multiple Awards.** In order to assure that any ensuing contracts will allow the Court to fulfill current and further requirements, the Court reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. The fact that the Court may make multiple awards should be taken into consideration by each potential contractor.

ATTACHMENT 6.1

PRICE SCHEDULE

16013-RFQ

Genetic Paternity Testing Services

Payments for Genetic Paternity Testing Service are to be paid by the Client. The Court will not pay for these services. No payment will be made for mileage and per diem.

Service Description

Rate

- | | |
|--|---------|
| 1. One (1) Genetic Paternity Test: One individual test – DNA | \$_____ |
| 2. One (1) Genetic Paternity Test: One individual test – DNA – Mobile | \$_____ |
| 3. One (1) Genetic Paternity Test: One individual test – DNA – Deceased Alleged Parent | \$_____ |
| 4. One (1) Genetic Paternity Test: One individual test – DNA – Absent Mother | \$_____ |

ATTACHMENT 6.2
OFFEROR'S QUESTIONNAIRE
Solicitation 16013-RFQ
Genetic Paternity Testing Services

1. Describe in detail, your organization's legal chain of custody from sample collection, to the report of findings. Include how collected samples are identified, tracked and sent to the testing facility.
2. If your organization is not the AABB certified laboratory processing the samples, describe your agreement with the AABB Certified Laboratory performing the required testing.
3. Does your organization have the ability to deliver the results electronically to the Court?
4. 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 action?
5. Are you able to provide the insurance as stated in the Special Terms and Conditions, Clause 10., Insurance Requirements?

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

NAME OF INDEPENDENT CONTRACTOR: _____		
ADDRESS / P.O. BOX: _____		
CITY: _____	STATE: _____	ZIP: _____
SIGNATURE OF INDEPENDENT CONTRACTOR: _____		DATE: _____

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

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

**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT DIVISION - INSURANCE UNIT
100 NORTH 15th 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**

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(M), 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: 16013-RFQ Genetic Paternity Testing Services

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15th 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

ATTACHMENT 6.5

REFERENCES

Please list the name, address, contact name, and telephone number for three (3) organizations for whom your company has provided services of a similar size and scope within the past 24 months. These references may be checked, so please make sure all information is accurate and current.

1. ORGANIZATION: _____
ADDRESS: _____
CITY, STATE ZIP: _____
CONTACT: _____
TELEPHONE NO: _____
EMAIL: _____
DATE OF CONTRACT INITIATION: _____
TYPES OF SERVICES PROVIDED: _____

2. ORGANIZATION: _____
ADDRESS: _____
CITY, STATE ZIP: _____
CONTACT: _____
TELEPHONE NO: _____
EMAIL: _____
DATE OF CONTRACT INITIATION: _____
TYPES OF SERVICES PROVIDED: _____

3. ORGANIZATION: _____
ADDRESS: _____
CITY, STATE ZIP: _____
CONTACT: _____
TELEPHONE NO: _____
EMAIL: _____
DATE OF CONTRACT INITIATION: _____
TYPES OF SERVICES PROVIDED: _____

