

**Clerk of the Superior Court
in and for Maricopa County, Arizona**

620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services

Contract No.: 11004-RFP

Contract Number: 11004-RFP

Contract Title: Scanner Supplies and Related Services

Description of Procurement: The Clerk of the Superior Court in and for Maricopa County, Arizona is contracting with qualified providers who wish to provide Scanner Supplies and Services to the Clerk of the Superior Court. The specific tasks, deliverables, and costs for supplies and services under any contract(s) awarded pursuant to this Request for Proposal (RFP) shall be detailed in a purchase order.

Contractor:

Award Date:

Effective Date: August 1, 2012

Expiration Date: June 30, 2014

Procurement Department Location: Clerk of the Superior Court in and for Maricopa County, Arizona
Management Resources
620 W. Jackson Street, Suite 3017
Phoenix, AZ 85003

Solicitation Contact Person & Email: Sheri Hill
hills002@cosc.maricopa.gov

**Clerk of the Superior Court
in and for Maricopa County, Arizona**

620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services

Contract No.: 11004-RFP

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OFFER AND AWARD
Clerk of the Superior Court in and for Maricopa County, Arizona 620 W. Jackson Street • Phoenix, AZ • 85003
Scanner Supplies and Related Services Contract No.: 11004-RFP

Submit this form with an original signature to the Department

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 Number:

Facsimile Number:

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

Offeror's Federal Employer Identification Number:
**If a Social Security number is to be utilized, do not
List here. Complete Attachment 4 for Social Security
information.*

Acknowledgment of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated.</i>	Amendment No. Date	Amendment No. Date
	_____	_____
	_____	_____
	_____	_____

The following is used solely for collection data purposes and will not affect the evaluation of this solicitation.

MINORITY/WOMEN-OWNED SMALL BUSINESS (check appropriate item):

- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)
- _____ Minority Business Enterprise (MBE)
- _____ Small Business Enterprise (SBE)

OFFER AND AWARD

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Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the Clerk of Superior Court in and for Maricopa County, Arizona.

This Contract shall henceforth be referred to as **Contract Number 11004-RFP, Scanner Supplies and Related Services**. You are hereby cautioned not to commence any billable work or provide any materials and/or service(s) under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

Clerk of the Superior Court in and for Maricopa County, Arizona

ATTESTED BY:

Michael K. Jeanes
Clerk of the Superior in and for
Maricopa County, Arizona

Date

ORDERED BY:

Norman J. Davis
Superior Court of Arizona in
Maricopa County, Arizona

Date

ACCEPTED BY:

Name:
Title:

Date

SECTION I

SCOPE OF WORK

Clerk of the Superior Court in and for Maricopa County, Arizona
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Scanner Supplies and Related Services
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1. **INTRODUCTION**

The Clerk of the Superior Court in and for Maricopa County, Arizona is soliciting sealed responses from qualified providers who wish to provide Scanner Reader/Printer Supplies and Repairs/Maintenance Services. This solicitation effort shall encompass supplies and repairs/maintenance for the Clerk of the Superior Court Scanner Reader/Printers.

2. **BACKGROUND**

The Clerk of the Superior Court in and for Maricopa County, Arizona provides progressive and efficient court-related records management and financial services for the justice system, the legal community, and public so they have fair and timely access to accurate court records and services, which satisfies over 500 State statutes and court rules.

3. **RFP OBJECTIVE**

The objective of this Request for Proposal (RFP) is to award this Contract to qualified vendor(s) for purposes of annual repairs/maintenance and supplies for various scanner reader/printers for the Clerk of the Superior Court in and for Maricopa County, Arizona. This will include but is not limited to replace parts which have become defective due to normal wear and tear and materials or items consumed as part of the machine process. These resources will work at the direction of the Clerk of the Superior Court in and for Maricopa County, Arizona.

4. **CONTRACTOR RESPONSIBILITIES**

- A. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Clerk of the Superior Court in and for Maricopa County, Arizona for the purpose of assuring that no information contained in its records or obtained from the Clerk of the Superior Court in and for Maricopa County, Arizona or from others in carrying out its functions under this Contract shall be used or disclosed by its agents, officers, or employees, except as in necessary in the performance of duties under this contract. Person requesting such information shall be referred to the Clerk of the Superior Court in and for Maricopa County, Arizona. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.
- B. **Background Check Requirement/Criminal History Check.** The Clerk of the Superior Court in and for Maricopa County, Arizona may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records

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SCOPE OF WORK

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check for security purposes. Contractor agrees to cooperate with such requests and understands that Clerk of the Superior Court in and for Maricopa County, Arizona may terminate this Agreement if the results of this criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative. Clerk of the Superior Court in and for Maricopa County, Arizona reserves the right to disapprove of any employee or subcontractor pursuant to this contract for any reason, and the reason for disapproval will be considered confidential and shall not be disclosed to the Contractor.

- C. Substitution of Personnel. During the Contract performance period, substitution of personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, termination, or upon the mutual agreement of both parties. Any substitution must be approved by Clerk of the Superior Court in and for Maricopa County, Arizona.
- D. Duration of Work. All Contractors will abide by the following conditions:
1. Project work is to be performed on site at Clerk of the Superior Court in and for Maricopa County, Arizona unless prearranged for special situations.
 2. Clerk of the Superior Court in and for Maricopa County, Arizona holidays will be considered “no work” days unless prearranged.
 3. Contractor’s personnel will perform any contractor corporate/business activities, including email and phone communications during non-project work hours.
- E. Exclusions.
1. Any resultant Contracts are not intended for personnel placement services. No fee or fee-based program for placement of personnel will be allowed under this Contract, as such any Temp-to-Hire activity is not allowed. Travel and per diem for out-of-state and in-state personnel are not included within this Contract.
 2. It is understood by all parties that any Contractor’s personnel placed under the terms of this Contract is not considered to be in “State Service”, and is not considered as a “Contract” or “Temporary” appointment (as defined in the Judicial Merit Rules, Rule 1.20 and 1.54). It is also understood that the Contractor’s personnel is not eligible for any benefits as defined in Judicial Merit Rules, Rule 1.20

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5. PAYMENT FOR SERVICES/BILLING/INVOICING PROVISIONS

As payment for the services, Clerk of the Superior Court in and for Maricopa County, Arizona will pay Contractor as follows:

- A. Contractor shall submit a detailed invoice for services rendered. Documentation, where appropriate, must accompany each invoice submitted. Contract must reference Clerk of the Superior Court in and for Maricopa County, Arizona purchase order number on each invoice. Approved invoices shall be processed and remitted for payment to Contractor within 30 days of the date of receipt of Contractor's invoice.
- B. The Clerk of the Superior Court in and for Maricopa County, Arizona prefers to have all invoices received via email to AccountsPayable@cosc.maricopa.gov.

6. 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.

7. REQUIRED SUBMITTALS

- A. The following shall be submitted with Offer
 - 1. One clearly marked original and three (3) copies of the Offer are required;
 - 2. Attachment 1 – Offer and Award;
 - 3. Attachment 2 – Independent Contractor Agreement;
 - 4. Attachment 3 – Sole Proprietor Waiver;
 - 5. Attachment 4 – Authorization and Release;
 - 6. Attachment 5 – Certification Regarding Debarment;
 - 7. Attachment 6 – Business Ownership Classification;
 - 8. Attachment 7 – Pricing;
 - 9. Attachment 8 – Offeror's Questionnaire.
- B. The following shall be submitted upon Contract Award.
 - 1. Exhibit B - Insurance Certificates
 - 2. Attachment 9 – Information for Background Check as necessary

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8. TECHNICAL ENVIRONMENT

This solicitation effort shall encompass supplies and repairs/maintenance for the following scanner reader/printer models:

- A. Canon DR-6080 Scanner(s)
- B. Canon MP60 Microfilm Printer(s)
- C. Eyecom 3000 Microfilm Reader(s)
- D. Eyecom PrintMaster 10000 Reader/Printers(s)
- E. Indus 4601-11 Microfilm Reader(s)
- F. Indus Roll Film Reader(s)
- G. Kodak Intelligent Microimage Scanner(s) (IMS)
- H. Kodak Imageline Microimager(s) 70
- I. Micro Vu MV 16 Reader(s)
- J. Micron 350 Reader/Printer(s)
- K. Minolta DAR 2800 Microfilm Camera(s)
- L. Minolta MS6000 Microfilm Reader/Scanner(s)
- M. Minolta RP605Z Reader Printer(s)
- N. Minolta RFC15A Roll Film Carrier(s)
- O. Minolta RFC20A Roll Film Carrier(s)
- P. Minolta RFC21 Roll Film Carrier(s)
- Q. Minolta UC-2 Universal Carrier(s)
- R. Zytrex Micro Vu Reader(s)

SECTION II UNIFORM INSTRUCTIONS TO OFFERORS

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1. DEFINITIONS

As used throughout this Contract, these terms shall have the following meaning unless the context requires otherwise:

- 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 Instruction to Offerors, the Uniform and Special Terms and Conditions, and the Specification and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. “*Contract Amendment*” means a written document signed by the Offeror and the Presiding Judge that is issued for the purpose of making changes in this Contract.
- D. “*Contractor*” means any person who has a contract with the Clerk of the Superior Court in and for Maricopa County.
- E. “*COSC*” means the Clerk of the Superior Court in and for Maricopa County, Arizona.
- F. “*Days*” 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.
- H. “*Fiscal Year*” means the period beginning with July 1 and ending June 30.
- I. “*Gratuity*” means a payment, loan, subscription, advance, deposit or money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- J. “*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 leasing space.
- K. “*Offer*” means bid, proposal or quotation.
- L. “*Offeror*” means a vendor who responds to a Solicitation.

SECTION II

UNIFORM INSTRUCTIONS TO OFFERORS

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- M. *“Procurement Manager”* means the person duly authorized by the Clerk of the Superior Court in and for Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- N. *“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.
- O. *“Solicitation”* means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Qualifications (RFQ).
- P. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Manager and issued for the purpose of making changes to the Solicitation.
- Q. *“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. **IDENTIFICATION OF TAXES IN OFFER**

The State of Arizona 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.

3. **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.

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4. 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;
9. Other documents referenced or included in the Solicitation.

5. DELIVERY

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

6. PROTESTS

If there is a dispute between the successful Offeror and COSC involving documents, the document highest in precedence will govern the order of precedence, with First being the highest is:

- First: The Contract with the successful Offeror.
- Second: The Request for Proposal documents including any addenda or written clarifications.
- Third: Offeror's Proposal response.

Protest and contract disputes shall be handled in as described in Exhibit A.

SECTION III

SPECIAL INSTRUCTIONS TO OFFERORS

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1. DEFINITIONS

As used throughout this Contract, these terms shall have the following meaning unless the context requires otherwise:

- 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 Instruction to Offerors, the Uniform and Special Terms and Conditions, and the Specification and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. “*Contract Amendment*” means a written document signed by the Offeror and the Presiding Judge that is issued for the purpose of making changes in this Contract.
- D. “*Contractor*” means any person who has a contract with the Clerk of the Superior Court in and for Maricopa County.
- E. “*COSC*” means the Clerk of the Superior Court in and for Maricopa County, Arizona.
- F. “*Days*” 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.
- H. “*Fiscal Year*” means the period beginning with July 1 and ending June 30.
- I. “*Gratuity*” means a payment, loan, subscription, advance, deposit or money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- J. “*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 leasing space.
- K. “*Offer*” means bid, proposal or quotation.
- L. “*Offeror*” means a vendor who responds to a Solicitation.

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- M. “*Procurement Manager*” means the person duly authorized by the Clerk of the Superior Court in and for Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- N. “*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.
- O. “*Solicitation*” means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Qualifications (RFQ).
- P. “*Solicitation Amendment*” means a written document that is authorized by the Procurement Manager and issued for the purpose of making changes to the Solicitation.
- Q. “*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. **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 COSC, 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.

3. **AWARD OF CONTRACT**

Award of a contract will be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Clerk of the Superior Court in and for Maricopa County, Arizona

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based on the evaluation criteria set forth in the Solicitation and any discussions pursuant to Rule 28 of the Judicial Procurement Code.

4. 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.

5. CERTIFICATE OF INSURANCE FORM

COSC recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit B. If the Offeror wishes, as substantially similar Certificate of Insurance may be submitted. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to COSC for review and approval with proposal. All certificates of insurance must be submitted upon notice of contract award.

6. 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 COSC employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Manager or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to this Solicitation shall refer to the

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appropriate Solicitation number, page and paragraph and directed in writing (email acceptable) to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted in writing by July 25, 2012 at 3:00 pm Arizona time to:

Sheri Hill, Financial Business Analyst
Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street, Suite 3017 • Phoenix, AZ • 85003
Email: hills002@cosc.maricopa.gov

The question and response will be provided by July 26, 2012 via amendment. Any explanations or clarifications given will be considered added to the specifications and will be reflected as an amendment to the solicitation. Please contact before solicitation due date for any amendments.

The Scanner Supplies and Related Services RFP requires a submittal due date of July 27, 2012 at 3:00 pm Arizona time.

- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven (7) days before the Offer due date and time for review and determination by COSC. 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.

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7. 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 request 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 Award 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 Procurement Manager in a written statement. The Offeror's preprinted or standard terms will not be considered by the State 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. All exceptions that are contained in the Offer may negatively affect COSC's proposal evaluation based on the evaluation criteria 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.

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3. Request for Qualifications. All exceptions that are contained in the Statement of Qualifications may negatively affect COSC's evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the State of Qualifications. Any exceptions to any materials requirement of the Solicitation may be rejected.

- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

- F. Cost of Offer Preparation. COSC 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 Solicitation Amendment may result in rejection of the Offer.

- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

- 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 Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department 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. The submission is mandatory under 26 U.S.C. § 6041A.

- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate items offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.

SECTION III

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- 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 government 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 and Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors;
 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 State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State 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 State of Arizona or its clients and involved access to secure or sensitive data or personal client data shall be performed

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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.

8. SUBMISSION OF OFFER

- A. 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. COSC may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. 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.
- C. Public Record. All Offers submitted and opened are public records and must be retained by COSC. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by COSC. 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. COSC shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Award Form or other official contract form, the Offeror certifies that:
 - 1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

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9. EVALUATION

- A. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension to that unit price or rate, the unit price shall govern.
- B. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately of 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 Offer (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, COSC reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Offers or portions thereof; or
 - 3. Cancel the Solicitation.

10. REQUIRED SUBMITTALS

- A. The following shall be submitted with Offer
 - 1. One clearly marked original and three (3) copies of the Offer are required;
 - 2. Attachment 1 – Offer and Award;
 - 3. Attachment 2 – Independent Contractor Agreement;

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4. Attachment 3 – Sole Proprietor Waiver;
 5. Attachment 4 – Authorization and Release;
 6. Attachment 5 – Certification Regarding Debarment;
 7. Attachment 6 – Business Ownership Classification;
 8. Attachment 7 – Pricing;
 9. Attachment 8 – Offeror’s Questionnaire.
- B. The following shall be submitted upon Contract Award.
1. Exhibit B - Insurance Certificates
 2. Attachment 9 – Information for Background Check as necessary

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1. DEFINITIONS

As used throughout this Contract, these terms shall have the following meaning unless the context requires otherwise:

- 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 Instruction to Offerors, the Uniform and Special Terms and Conditions, and the Specification and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. “*Contract Amendment*” means a written document signed by the Offeror and the Presiding Judge that is issued for the purpose of making changes in this Contract.
- D. “*Contractor*” means any person who has a contract with the Clerk of the Superior Court in and for Maricopa County.
- E. “*COSC*” means the Clerk of the Superior Court in and for Maricopa County, Arizona.
- F. “*Days*” 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.
- H. “*Fiscal Year*” means the period beginning with July 1 and ending June 30.
- I. “*Gratuity*” means a payment, loan, subscription, advance, deposit or money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- J. “*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 leasing space.
- K. “*Offer*” means bid, proposal or quotation.
- L. “*Offeror*” means a vendor who responds to a Solicitation.

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- M. *“Procurement Manager”* means the person duly authorized by the Clerk of the Superior Court in and for Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- N. *“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.
- O. *“Solicitation”* means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Qualifications (RFQ).
- P. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Manager and issued for the purpose of making changes to the Solicitation.
- Q. *“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. CONTRACT INTERPRETATION

- A. Arizona Law. The laws of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Judicial 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 Clerk of the Superior Court of Arizona in Maricopa County and as they may be amended, the following shall prevail as 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;
7. Special Instructions to Offerors;
8. Uniform Instructions to Offerors;
9. Other 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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No court of prior dealings between the parties and not 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 OPERATIONS

- 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 (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the Clerk of the Superior Court in and for Maricopa County, Arizona 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 99-4 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 Clerk of the Superior Court in and for Maricopa County, Arizona and, where

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- applicable, the Federal Government, to the extent that the books and records related 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 Clerk of the Superior Court in and for Maricopa County, Arizona shall also have the right to test, at its own cost, the materials to be supplies under this contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Clerk of the Superior Court in and for Maricopa County, Arizona determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Clerk of the Superior Court in and for Maricopa County, Arizona for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the Clerk of the Superior Court in and for Maricopa County, Arizona to the person indicated in the Offer and Award form submitted by the Contractor unless otherwise state in the Contract. Notices to the Clerk of the Superior Court in and for Maricopa County, Arizona required by the Contract shall be made by the Contractor to the Solicitation Contract Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Manager and an authorized Contractor representative may change their respective person to who 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 COSC.
- G. Property of the Clerk of the Superior Court in and for Maricopa County, Arizona. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Clerk of the Superior Court in and for Maricopa County, Arizona. 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 prior written consent of the Clerk of the Superior Court in and for Maricopa County, Arizona.
- 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 COSC shall be considered the

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creator of such Intellectual Property. The agency, department, division, board or commission of COSC requesting the issuance of this Contract shall own (for and on behalf of COSC) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify COSC, 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 vest in COSC 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 COSC. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity of the agency, department, division, board or commission of COSC requesting the issuance of this Contract.

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 COSC within thirty (30) days.
- 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 State of Arizona 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 State 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.

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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.
5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of COSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
6. 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, COSC may take any of the following actions:
 - a. Accept a decrease in price offered by the Contractor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. CONTRACT CHANGES

- A. Amendments. This Contract is issued under the authority of COSC 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 Procurement Manager 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 Procurement Manager. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without prior written approval from the Procurement Manager. COSC shall not unreasonable withhold approval.

6. RISK AND LIABILITY

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- 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, COSC 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 COSC, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of COSC as a result of entering into this Contract. However, the parties further agree that COSC, 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.
 3. Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless COSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. COSC 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.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable for 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

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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;
 - b. Late performance by the subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and conditions; 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.
- E. Third Party Antitrust Violations. The Contractor assigns to COSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplies by third parties to the Contractor, toward fulfillment of this Contract.

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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 COSC 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, quality, 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 COSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and used 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 COSC.
- E. Year 2000.
1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process

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date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by COSC in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other COSC information technology, then this warranty shall apply to the acquired products as a system. The remedies available to COSC for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- F. 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.
- G. 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 of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, COSC 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 Procurement Manager, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. CLERK OF THE SUPERIOR COURT CONTRACTUAL REMEDIES

- A. Right to Assurance. If COSC 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 Procurement Manager 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 COSC's option, be the basis

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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. COSC 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 COSC 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 Procurement Manager 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 COSC 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, COSC 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. COSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by COSC, or damages assessed by COSC 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, COSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved is initiating, negotiating, securing, drafting or creating the Contract on behalf of COSC is or becomes at any time while the Contract

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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 notices specifies a later time. If the Contractor is a political subdivision of COSC, it may also cancel this Contract as provided in A.R.S. §38-511.

- B. Gratuities. COSC may, by written notice, terminate this Contract, in whole or in part, if COSC 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 COSC 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. COSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. COSC may, by written notice to the Contractor, immediately terminate this Contract if COSC 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 subcontract 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 COSC.
- D. Termination for Convenience. COSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of COSC 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 COSC. 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 COSC up 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, COSC may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or

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UNIFORM TERMS & CONDITIONS

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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 Procurement Manager 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 COSC on demand.
3. COSC 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 COSC for any excess costs incurred by COSC in procuring materials or 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 purchase 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. 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.

SECTION V
SPECIAL TERMS & CONDITIONS

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1. DEFINITION OF TERMS USED IN THESE SPECIAL TERMS AND CONDITIONS

As used throughout this Contract, these terms shall have the following meaning unless the context requires otherwise:

- 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 Instruction to Offerors, the Uniform and Special Terms and Conditions, and the Specification and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. “*Contract Amendment*” means a written document signed by the Offeror and the Presiding Judge that is issued for the purpose of making changes in this Contract.
- D. “*Contractor*” means any person who has a contract with the Clerk of the Superior Court in and for Maricopa County.
- E. “*COSC*” means the Clerk of the Superior Court in and for Maricopa County, Arizona.
- F. “*Days*” 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.
- H. “*Fiscal Year*” means the period beginning with July 1 and ending June 30.
- I. “*Gratuity*” means a payment, loan, subscription, advance, deposit or money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- J. “*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 leasing space.
- K. “*Offer*” means bid, proposal or quotation.
- L. “*Offeror*” means a vendor who responds to a Solicitation.

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- M. *“Procurement Manager”* means the person duly authorized by the Clerk of the Superior Court in and for Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- N. *“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.
- O. *“Solicitation”* means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Qualifications (RFQ).
- P. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Manager and issued for the purpose of making changes to the Solicitation.
- Q. *“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. CHANGES

- A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually accepted 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 Procurement Manager 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 Procurement Manager

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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.

3. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

4. 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.

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The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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 limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$500,000
- Personal and Advertising Injury \$500,000
- Blanket Contractual Liability – Written and Oral \$500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$500,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its 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.”***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

- | | |
|---------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| • Each Accident | \$100,000 |
| • Disease – Each Employee | \$100,000 |
| • Disease–Policy Limit | \$100,000 |

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- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities 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.
- B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 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 State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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All certificates and endorsements are to be received and approved by the State of Arizona 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 **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. Subcontractors. Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage 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.

5. CONTRACT TERM

The Contract awarded as a result of this solicitation shall be awarded for the period of two (2) years from the initial effective or "Commencement Date". The Contract begins August 1, 2012 (the "Commencement Date") and expires on June 30, 2014, unless extended, amended or terminated consistent with the provisions of this Contract.

Period one shall be defined as August 1, 2012 thru June 30, 2013 and period two shall be defined as July 1, 2013 thru June 30, 2014.

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6. RIGHT TO EXTEND CONTRACT

COSC may, at its option and with the approval of the Contractor, renew/extend the term of the Contract up to a maximum of five (5) additional one (1) year periods, from the original expiration date. Contractor shall be notified in writing by COSC of COSC's intention to extend the Contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that COSC will subsequently extend or award a Contract.

7. 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.

8. EMPLOYEMENT OF COSC PERSONNEL

The Contractor shall not employ any person or persons in COSC for any work required by the terms of this Contract, without prior written approval of the Procurement Manager.

9. EVALUATION

COSC may evaluate any services provided by the Contractor and may assess Contractor's progress and success in achieving the goals and objectives described in the Scope section of this Contract. Evaluation reports shall be made available to Contractor upon request.

10. TECHNICAL ASSISTANCE

COSC, upon request, shall provide technical assistance to Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within COSC's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services under the Contract.

11. 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. COSC's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligation under this warrant.

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

12. 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 subcontractors 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 provided 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.

13. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

The Contractor shall fully cooperate with other COSC contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other COSC contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other COSC contractors.

14. REPORT STANDARDS

Reports or written materials prepare 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 specific. 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.

15. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve COSC or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for COSC shall be performed within the borders of the United States. Unless specifically stated

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otherwise in the specifications, this definition does not apply to indirect or “overheard” services, redundant back-up services or services that are incidental to the performance of this contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

16. PRICE ESCALATION

COSC may review a fully documented request for a price increase upon contract renewal. Any requests for price adjustments must be submitted to the Procurement Manager or its designee sixty (60) days prior to the Contract renewal date. Justification for the request 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. STATEWIDE PURCHASING

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or services as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch 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 Contract.

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19. CONTRACT ADMINISTRATION FOR OFFEROR

- A. Contractor representation to contact for contract administration purposes:

Name and Title

Street Address

City State Zip

Telephone & Facsimile Numbers

E-mail address

- B. **Payment Address**
Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award form.

Name and Title

Street Address

City State Zip

- C. **Invoicing Requirements** – See Section I Scope of Work for specifics.

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20. CONTRACT ADMINISTRATION FOR COSC

All contract administration matters will be managed by the Procurement Manager named below.
All correspondence concerning this contract shall be directed to this individual.

Carmine Davis
Management Resources
Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street, Suite 3017
Phoenix, AZ 85003
Phone: (602) 372-3680 Fax: (602) 506-8970

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END OF CONTRACT

EXHIBIT A

PROCUREMENT AUTHORITY

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The Judicial Branch Procurement Code governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposals must be filed with the Procurement Officer as follows:

1. FILING OF A PROTEST

- A. Any interested party may protest a Request for Proposal issued by the Judicial Branch, or the proposed award or the award of a Judicial Branch Contract.
- B. Content of Protest. The protest shall be in writing and shall include the following information:
 - 1. The name, address and telephone number of the protester;
 - 2. The signature of the protester or its representative;
 - 3. Request for proposal number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 5. The form of relief requested.

2. TIME FOR FILING PROTESTS

- A. Protests concerning improprieties in a Solicitation. Protests based upon alleged improprieties in a Solicitation that are apparent before the request for proposal opens shall be filed before the request for proposal opens. Protests based upon alleged improprieties in a request for proposal that are apparent before the request for proposal closes shall be filed before the request for proposal closes. In procurements requesting proposals, protests concerning improprieties that do not exist in the initial Solicitation but that are subsequently incorporated into the Solicitation shall be filed by the next closing date for receipt of proposal following the incorporation.
- B. In cases other than those covered in subsection (A) of this rule, protests shall be filed within ten days after the protester knows or should have known the basis of the protest, whichever is earlier with the Procurement Manager.
- C. The protester shall give notice of the protest to the Court Administrator for General Jurisdiction Trial Courts within a reasonable time.
- D. If the protester shows good cause, the Procurement Officer may consider any protest that is not filed timely.

EXHIBIT A

PROCUREMENT AUTHORITY

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- E. The Procurement Officer shall immediately give notice of the protest to all interested parties.
 - 1. Stay of Procurements during Protest. If a protest is filed before the award of a contract or before performance of a contract has begun, the award may be made or Contract performance may proceed, unless Court Administrator for General Jurisdiction Trial Court stays the Contract award or performance on determining in writing that there is a reasonable probability that the protest will be sustained or the stay is not contrary to the best interest of the Judicial Branch.
 - 2. Confidential Information.
- F. Material submitted by a protester shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law as determined pursuant to A.R.S. §41-2533(D) or A.R.S §41-2534(D).
- G. If the protester believes the protest contains material that should be withheld, a statement advising the Procurement Officer of this fact shall accompany the protest submission.

3. DECISION BY PROCUREMENT OFFICER

- A. The Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed. The decision shall contain an explanation of the basis of the decision and a statement that the decision may be appealed to the Court Administrator for General Jurisdiction Trial Court within five (5) days from receipt of the decision.
- B. The Procurement Officer shall furnish a copy of the decision to the protester, by certified mail, return receipt requested, or by any other method that provides evidence or receipt.
- C. The time limit for decisions set forth in subsection (A) of this section may be extended by the Court Administrator for General Jurisdiction Trial Court for good cause for a reasonable time not to exceed thirty (30) days. The Court Administrator for General Jurisdiction Trial Court shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.
- D. If the Procurement Officer fails to issue a decision within the time limits set forth in subsection A and C of this section, the protester may proceed as if Procurement Officer had issued an adverse decision.

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4. **REMEDIES**

- A. If Procurement Officer sustains the protest in whole or part and determines that the request for proposal award does not comply with the procurement statutes and regulations, the officer shall implement an appropriate remedy.
- B. In determining an appropriate remedy, Procurement Officer shall consider all the circumstances surround the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the government, the urgency of the procurement, and the impact of the relief on the Judicial Branch's mission.
- C. An appropriate remedy may include one or more of the following:
 - 1. Decline to exercise an option to renew under the contract;
 - 2. Terminate the Contract;
 - 3. Amend the Solicitation;
 - 4. Issue a new Solicitation;
 - 5. Award a Contract consistent with procurement statutes and regulations; or
 - 6. Such other relief as in determined necessary to ensure compliance with procurement statutes and regulations.

5. **APPEALS TO THE COURT ADMINISTRATOR FOR GENERAL JURISDICTION TRIAL COURT**

- A. An appeal from a decision entered or deemed to be entered by the Procurement Officer shall be filed with the Court Administrator for General Jurisdiction Trial Court within five (5) days after the date the decision is received. The appellant shall also file a copy of the appeal with the Procurement Officer.
- B. Content of Appeal. The appeal shall contain:
 - 1. The information set forth in paragraph 1 above including the identification of protected information in the manner set forth above;
 - 2. A copy of the decision of the Procurement Officer;
 - 3. The precise factual or legal error in the decision of the Procurement Officer from which an appeal is taken.

6. **NOTICE OF APPEAL**

- A. The Court Administrator for General Jurisdiction Trial Court shall immediately give notice fo the appeal to interested parties.

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- B. The Court Administrator for General Jurisdiction Trial Court shall upon request furnish copies of the appeal to those named in the appeals subject to 2.E above.

7. STAY OF PROCUREMENT DURING APPEAL

If a stay was issued pursuant to E.1 above, the filing of an appeal shall automatically continue the stay unless the Court Administrator for General Jurisdiction Trial Court makes a written determination that the award of the request for proposal without delay is necessary to protect substantial interest of the Judicial Branch.

8. JUDICIAL BRANCH REPORT

- A. The Procurement Officer shall file a complete report on the appeal with the Court Administrator for General Jurisdiction Trial Court within ten (10) days after the date the appeals is filed. At the same time, the Procurement Officer shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties who have responded to the notice given pursuant to paragraph 6 above. The report shall contain copies of:

1. The appeal.
2. The request for proposal submitted by the appellant.
3. The request for proposal of the firm that is being considered for award.
4. The Solicitation, including the specifications or portions relevant to the appeal.
5. The abstract of proposals or relevant portions.
6. Any other documents that are relevant to the protest; and
7. A statement by the Procurement Officer setting forth findings, actions, recommendation and any additional evidence or information necessary to determine the validity of the appeal.

B. Extension for filing of report.

1. The Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
2. The Court Administrator for General Jurisdiction Trial Court's determination on the request shall be in writing, state the reasons for the determination, and if an

EXHIBIT A

PROCUREMENT AUTHORITY

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

extension is granted, set forth a new date for the submission of the report. The Court Administrator for General Jurisdiction Trial Court shall notify the Procurement Officer and the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

C. Comments on the Report.

1. The appellant shall file comments on the Judicial Branch report with the Court Administrator for General Jurisdiction Trial Court within seven (7) days after receipt of the report. Appellant shall provide copies of comments to the Procurement Officer and other interested parties.
2. The Court Administrator for General Jurisdiction Trial Court may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in paragraph 8 stating the reason an extension is necessary. The Court Administrator for General Jurisdiction Trial Court's determination on the request shall be in writing, state the reasons for the determination, and if the extension is granted, set forth a new date for the filing of comments. The Court Administrator for General Jurisdiction Trial Court shall notify the Procurement Officer of any extension.

9. HEARING

The Court Administrator for General Jurisdiction Trial Courts or his/her designee shall hear the appeal. The Court Administrator for General Jurisdiction Trial Courts or the designated Hearing Officer shall make recommended findings of fact and conclusions of law. The Court Administrator for General Jurisdiction Trial Courts shall render a final decision. If the Court Administrator for General Jurisdiction Trial Courts designates a Hearing Officer to hear the appeal, the Hearing Officer shall make written recommendations to the Court Administrator for General Jurisdiction Trial Courts within twenty (20) days of the date it receives the Hearing Officers recommendations or if the Court Administrator for General Jurisdiction Trial Courts hears the appeal, within twenty (20) days of the final hearing date.

10. REMEDIES

If the Court Administrator for General Jurisdiction Trial Court sustain the appeal in whole or in part and determines that a solicitation, proposed award, or award does not comply with the Judicial Branch Procurement Code, statutes and regulations, remedies shall be implement pursuant to paragraph 4 above.

EXHIBIT A
PROCUREMENT AUTHORITY

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

11. CONFORMANCE TO THE JUDICIAL BRANCH PROCUREMENT CODE

If any Offeror believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Judicial Branch Procurement Code and protest procedures as described above to secure and administrative determination.



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL _ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Janice K. Brewer
Governor



Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT DIVISION

100 NORTH FIFTEENTH AVENUE • SUITE 301
PHOENIX, ARIZONA 85007

(602) 542-2182

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER 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.

NAME OF INDEPENDENT CONTRACTOR: _____	
FEDERAL ID# OR SOCIALSECURITY: _____ - _____ - _____	
ADDRESS / P.O. BOX: _____	
CITY: _____	STATE: _____ ZIP: _____
SIGNATURE OF INDEPENDENT CONTRACTOR: _____ DATE: _____	

STATE OF ARIZONA	
AGENCY: _____	AGENCY# _____
ADDRESS: _____	
CITY/STATE: _____	ZIP: _____
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 SECTION - 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**

Janice K. Brewer
Governor



Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT DIVISION

100 NORTH FIFTEENTH AVENUE - SUITE 301
PHOENIX, ARIZONA 85007
(602) 542-2182

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, 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\(O\)](#), 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 (Name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, (Enter State Agency Here), for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, (Enter State Agency Here). I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor	_____
Social Security Number	_____ Telephone Number _____
Street Address / PO Box	_____
City	_____ State <u>AZ</u> Zip Code _____
Signature of Sole Proprietor:	Date _____

State Agency	_____ Agency # _____
Signature of Agency	_____
Contract Administrator:	_____ Date _____
Contract Identification:	_____

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

Print Form

**ATTACHMENT 3
AUTHORIZATION AND RELEASE**

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

**Scanner Supplies and Related Services
Contract No.: 11004-RFP**

NOTE: For proprietary and Confidential Use Only

**Scanner Supplies and Related Services
Contract No.: 11004-RFP**

I, _____, born in
_____, on _____,
City, State Date of Birth

Social Security Number

Having provided a proposal to the Clerk of the Superior Court in and for Maricopa County, Arizona, hereby apply for a character report and consent to have an investigation made as to my fitness for to Contract with the Clerk of the Superior Court in and for Maricopa County, Arizona. I agree to give any further information, which may be required regarding my past record.

I authorize all and any individuals, corporations, partnerships and/or governmental agencies having any information about me including, but not limited to my physical and mental health, military services, and prior employment to furnish such information to the Clerk of the Superior Court in and for Maricopa County, Arizona and/or its authorized representatives. I further authorize the aforesaid persons, corporations, partnerships and/or its authorized representatives to inspect and make copies of all documents, records, or other information they may have which in any way relates to me.

I hereby release, discharge, and agree to hold harmless the Clerk of the Superior Court in and for Maricopa County, Arizona, their officers, employees and agents and any persons or entities so furnishing information from any and all liability of every nature and kind.

I further understand that the Clerk of the Superior Court and in for Maricopa County, Arizona may require, as a part of the character report and investigation, that I submit to a polygraph examination and that my choosing not to submit to such examination will result in my not being considered in the award process.

I understand that I will not receive and am not entitled to a copy of the character report or to know its contents. I further understand that documents submitted by me will not be returned, and copies of any other reports or documents utilized for/or during the evaluation process of award will not be furnished or given to me. If I am not selected as an awardee of this contract, I **will not** be advised of the reason.

If any portion of this authorization release is found to be unenforceable or illegal, the balance of the provisions will remain in full force and effect.

SIGNATURE OF APPLICANT

DATE

ATTACHMENT 4
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Name of Agency/Organization

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 5 BUSINESS OWNERSHIP CLASSIFICATIONS

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

NOTE: The following requested information is for data collection purposes only.

Name of Organization:			
Contact Person:			
Contact Phone:		Fax Number:	
Email:			
Address: Street/PO Box:			
City, State, Zip:			

Primary Business Type:

- | | | |
|-------------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Service Firm |
| <input type="checkbox"/> Broker | <input type="checkbox"/> Jobber/Wholesaler | <input type="checkbox"/> Surplus Dealer |
| <input type="checkbox"/> Construction Firm | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Health Care Provider |
| <input type="checkbox"/> Consulting Firm | <input type="checkbox"/> Retailer | <input type="checkbox"/> Other _____ |

Business Ownership Type: (Select only those that apply to Majority Owner(s).)

Business Size:	If "Minority Owned", please identify:
<input type="checkbox"/> Non-Small	<input type="checkbox"/> African-American
<input type="checkbox"/> Small Business (Per A.R.S. §41-1001.14)	<input type="checkbox"/> Asian-American
Business Owner Type(Check all that apply):	<input type="checkbox"/> Hispanic-American
<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Native American
<input type="checkbox"/> Owned by Disabled Individual (Per A.R.S. §41-1492)	
<input type="checkbox"/> Minority Owned Business (Per 15 CFR §1400.1(a))	

Applicant Certification:

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name: _____

Title: _____

Signature

Date

ATTACHMENT 6 PRICING

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

Note: Pricing is all-inclusive with no add-ons (i.e., data transmittal charges, data reports, staffing, and training, etc.). No compensation will be paid for travel or per diem. No tax shall be levied against labor.

COSC reserves the right to replace, surplus or dispose any of the equipment listed below. Any equipment that will be replaced, surplus or disposed of within the first period will be prorated for period two therefore, reducing period two total cost for that particular equipment.

The firm's price below is representative of the first period (August 1, 2012 through June 30, 2013) for annual repairs/maintenance.

	Description	# of Units	Price Unit	Total Cost
1.	Canon DR-6080 Scanner	2		
2.	Canon MP60 Microfilm Reader/Printer	3		
3.	Eyecom 3000 Microfilm Reader/Printer	2		
4.	Eyecom PrintMaster 10000 Reader/Printer	1		
5.	Indus 4601-11	22		
6.	Indus Roll Film Readers	23		
7.	Kodak Intelligent Microimage Scanner (IMS)	3		
8.	Kodak Imageline Microimager 70	3		
9.	Micro Vu MV 16 Readers	9		
10.	Micron 350 Reader/Printer	1		
11.	Minolta DAR 2800	1		
12.	Minolta MS6000 Microfilm Scanner	3		
13.	Minolta RP605Z Reader/Printer	7		
14.	Minolta RFC15A Roll Film Carrier	2		
15.	Minolta RFC20A Roll Film Carrier	1		
16.	Minolta RFC21 Roll Film Carrier	1		
17.	Minolta UC-2 Universal Carrier	1		
18.	Zytrex Micro Vu Reader	1		

The firm's price below is representative of the second period (July 1, 2013 through June 30, 2014) for annual repairs/maintenance:

	Description	# of Units	Price Per Unit	Total Cost
1.	Canon DR-6080 Scanner	2		
2.	Canon MP60 Microfilm Reader/Printer	3		
3.	Eyecom 3000 Microfilm Reader/Printer	2		
4.	Eyecom PrintMaster 10000 Reader/Printer	1		
5.	Indus 4601-11	22		
6.	Indus Roll Film Readers	23		
7.	Kodak Intelligent Microimage Scanner (IMS)	3		
8.	Kodak Imageline Microimager 70	3		

ATTACHMENT 6 PRICING

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

9.	Micro Vu MV 16 Readers	9		
10.	Micron 350 Reader/Printer	1		
11.	Minolta DAR 2800	1		
12.	Minolta MS6000 Microfilm Scanner	3		
13.	Minolta RP605Z Reader/Printer	7		
14.	Minolta RFC15A Roll Film Carrier	2		
15.	Minolta RFC20A Roll Film Carrier	1		
16.	Minolta RFC21 Roll Film Carrier	1		
17.	Minolta UC-2 Universal Carrier	1		
18.	Zytrex Micro Vu Reader	1		

The firm's price below is representative of Scanner Reader/Printer supplies both periods (August 1, 2012 through June 30, 2014). Scanner Reader/Printer supplies shall include but are not limited to the following: cartridges, toner, exposure lamp, air filter, film inspection gloves.

	Description	SKU	Unit Price
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

ATTACHMENT 7 OFFEROR'S QUESTIONNAIRE

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

As attachments to 9 please provide the following:

1. A cover letter stating your firm's interest and summarizing your firm's overall qualifications to provide the services required by this solicitation.
2. Profile of Firm.
 - A. Brief history including number of years the firm has provided Scanner Repairs/Maintenance services
 - B. Discussion of financial stability and future projected growth.
3. Experience of Firm.
 - A. Past experience providing Scanner Repairs/Maintenance services
4. Capacity to Perform.
 1. Method and approach
 2. Capacity to deliver services timely
5. References.

At least three (3) references who can attest to your firm's ability to provide the services required by this solicitation or similar services. Each reference must include the reference government/company name, person to contact and current telephone number. If applicable, include at least one reference for services held with another government agency.

ATTACHMENT 8 REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information.

The information contained in the Central Registry for Background Check and any attached files shall be used as **one factor** to determine qualifications for persons applying for contracts with this state, including employees of the potential contractor, for positions that provide direct service to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

PLEASE FILL OUT THE INFORMATION BELOW:

Offeror or Contractor Name (Print)	
Contract Number	11004-RFP
Phone Number:	
Mailing Address:	
Email Address:	
Name of Person Authorized to Submit Request (Print)	
Signature of Requester:	
Date of Request:	

NOTE for Offeror/Contractor:

Mail you completed central registry request to:

Clerk of the Superior Court
in and for Maricopa, County, Arizona
620 W. Jackson Street, Suite 3017
Phoenix, AZ 85003
Attention: Management Resources

ATTACHMENT 8 REQUEST FOR SEACH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Clerk of the Superior Court in and for Maricopa County, Arizona
620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

Employee Information (Print)	Employee Information (Print)
Name: _____	Name: _____
Alias (previously used names): _____	Alias (previously used names): _____
Date of Birth: _____	Date of Birth: _____
Social Security Number: _____	Social Security Number: _____
INTERNAL COSC USE ONLY	INTERNAL COSC USE ONLY
Date of Search _____	Date of Search _____
Name of Person Completing Search _____	Name of Person Completing Search _____
Signature _____	Signature _____

Employee Information (Print)	Employee Information (Print)
Name: _____	Name: _____
Alias (previously used names): _____	Alias (previously used names): _____
Date of Birth: _____	Date of Birth: _____
Social Security Number: _____	Social Security Number: _____
INTERNAL COSC USE ONLY	INTERNAL COSC USE ONLY
Date of Search _____	Date of Search _____
Name of Person Completing Search _____	Name of Person Completing Search _____
Signature _____	Signature _____

ATTACHMENT 8
REQUEST FOR SEACH OF CENTRAL REGISTRY FOR
BACKGROUND CHECK

Clerk of the Superior Court in and for Maricopa County, Arizona
 620 W. Jackson Street • Phoenix, AZ • 85003

Scanner Supplies and Related Services
Contract No.: 11004-RFP

Employee Information (Print)	Employee Information (Print)
Name: _____	Name: _____
Alias (previously used names): _____	Alias (previously used names): _____
Date of Birth: _____	Date of Birth: _____
Social Security Number: _____	Social Security Number: _____
INTERNAL COSC USE ONLY	INTERNAL COSC USE ONLY
Date of Search _____	Date of Search _____
Name of Person Completing Search _____	Name of Person Completing Search _____
Signature _____	Signature _____

Employee Information (Print)	Employee Information (Print)
Name: _____	Name: _____
Alias (previously used names): _____	Alias (previously used names): _____
Date of Birth: _____	Date of Birth: _____
Social Security Number: _____	Social Security Number: _____
INTERNAL COSC USE ONLY	INTERNAL COSC USE ONLY
Date of Search _____	Date of Search _____
Name of Person Completing Search _____	Name of Person Completing Search _____
Signature _____	Signature _____