



ARIZONA SUPREME COURT

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

Request for Qualification

RFQ 05-05

Video Production Services and
Satellite Broadcast Services

November 15, 2005

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court, Administrative Office of the Courts (hereinafter referred to as Court) is soliciting written, sealed proposals for:

PART A: educational video production to include directorial services, crew and equipment for on-site and/or studio filming.

PART B: directorial services and studio crew for educational satellite broadcasts using Court's studio and equipment.

Vendors may bid on either, or both, parts. Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 3:00 P.M. on December 6, 2005 in accordance with the schedule (see below).

This Request for Qualification (RFQ) is being issued solely for the procurement of contracts in which no warranty, express or implied, is made to the contractor(s) by the Court that any services will be purchased during the term of the contract. Any contract(s) awarded pursuant to this RFQ shall state that the services will be purchased only on an "as needed" basis. The specific tasks, deliverables, and costs for services purchased under any contract(s) awarded pursuant to this RFQ shall be detailed in a written work order, signed by both parties.

It is the intention of the Court to award contracts for a two-year period with options to extend for additional years, pending availability of funds and satisfactory contractor performance. Multiple contracts may be awarded.

The public opening will be conducted at 3:00 P.M. on December 6, 2005 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 227, Phoenix, Arizona.

2. Proposers' Conference

A proposers' conference will not be held.

3. Proposal Schedule

Activity

Date

- | | | |
|----|---|-------------------|
| a. | Request for Qualification (RFQ) published | November 15, 2005 |
| b. | Questions due from vendors | November 25, 2005 |

c. Proposal due date* December 6, 2005

The Court reserves the right to deviate from this schedule.

* **Proposals received after 3:00 P.M., Arizona Time on December 6, 2005 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

4. Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible offerer(s) whose proposals are determined in writing to be most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Qualification. The Court reserves the right (prior to contract award) to inspect a vendor's facilities.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing offerer located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no offerers who adequately meet the Court's specification and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFQ does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFQ. Multiple contracts may be awarded.

5. Proposal Discussions

Discussions may be conducted with responsible offerers who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assume full understanding of, and responsiveness to, the solicitation requirements. Offerers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerers.

6. Americans with Disabilities Act

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 542-9329 or text telephone (TDD) 542-9545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Vendors who wish to submit proposals for RFQ 05-05 shall complete all necessary documentation as identified in Section 5 of this Request for Qualification.
2. The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court in accordance with the provisions of the Arizona Revised Statutes 41-2501.E are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from Don Bentley, Arizona Supreme Court at the address referenced on the cover page.
4. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFQ, and shall disclose all such agreements.
5. Vendor Certification. By submission of a proposal, the vendor certifies that:
 - A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
 - B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor.
6. Preparation of the Proposal
 - A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, and all instructions. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.
 - B. Each vendor shall furnish all information required by the RFQ. The vendor should refer to Section 5, which contains the proposal submittal checklist, to ensure all required materials have been enclosed.
 - C. Time, if stated as a number of days, will be calendar days.

7. Explanation to Proposers

Any inquiries/questions related to this RFQ are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by 5:00 P.M., Arizona Time on November 25, 2005 to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 221
Phoenix, Arizona 85007-3231
Email: dbentley@courts.az.gov
Fax: (602) 542-9735

The question and response will be posted to the Arizona Judicial Department's website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.supreme.state.az.us/rfp>.

8. Submission of Proposal

- A. Sealed proposals are due on or before 3:00 P.M., Arizona Time on December 6, 2005 to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 221, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. Proposals must be submitted in a sealed envelope with the RFQ number and the offerer's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The offerer must submit one original and 5 copies of each proposal.
- D. Offerers submitting a proposal shall indicate the offerer's name and the RFQ number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.

9. Public Opening

A public opening of proposals shall be held at 3:00 P.M. on December 6, 2005 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 227. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid

disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Contract

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

Examples of previous contracts for video production services and satellite broadcast services are included in Appendix B. It is anticipated that a more general contract will be signed with each of the successful bidders, and the details regarding an individual production will be described in a court work order, a copy of which is also included in Appendix B.

SECTION 3 SPECIFICATIONS

1. Introduction

The Arizona Supreme Court owns a teleconference studio, located in the State Courts Building at 1501 W. Washington, Phoenix. The Education Services Division is tasked with managing this studio and is its main customer. Annually, the division averages 5 live broadcasts to numerous receiving sites at courts statewide. Additionally, the studio is utilized by other divisions within the Administrative Office of the Courts and other state agencies for video production and/or conducting live broadcasts.

A list of equipment located in the studio and a copy of video and audio schematic drawings are included in Appendix A.

2. Statement of Work

Part A: Video Production Services

The Court is seeking a vendor(s) to produce quality educational videos used to train the public and court employees on agency specific content. Courses must apply adult learning principles in their design. Video production includes consultation at pre-production meetings, creating opening and closing graphics, directing, providing crew and equipment, creating original video rendering or recording and editing the video for final distribution. The Court may also require vendor to provide consultation on creative treatment and design, scripts and script writers and talent. The Court may distribute videos via VHS, CD-ROM or DVD format. Occasionally, the Court will require vendor(s) to videotape scenarios and digitize them for use in e-learning projects.

Part B: Satellite Broadcast Services

The Court is seeking a vendor(s) to produce live satellite broadcasts for court employees statewide. Production of a satellite broadcast includes planning assistance and consultation at pre-production meetings, creating opening and closing graphics, directing, providing crew and equipment (as necessary), video and audio control, lighting, makeup, live and real-time tape production and editing. The Court may also require vendor to provide consultation on creative treatment and design, scripts and script writers and talent.

Vendors may submit responses to either perform video production services or satellite broadcast services or both.

3. Deliverables

3.1 Part A: Video Production Services

Vendors who submit responses to perform video production services must include the following in their submittal:

- Daily rate, including travel and expenses for the following crew members:
 - Director
 - 2 camera operators
 - Audio technician
 - Lighting technician
 - Floor director
 - If additional crew members are required, please indicate title, function and any price differences.
- Résumés of potential director and crew members listed above.
- List of equipment and rental charges necessary if additional equipment is required
- Rate for editing video into a finished deliverable.
- Rate for director to attend, at minimum, one planning meeting and/or off-site location visit, including travel and expenses.
- Final deliverable in either digital or SVHS format.
- At least one sample product produced for another customer.
- Proposal for the jury orientation video project (Appendix C).

3.2 Part B: Satellite Broadcast Services

Vendors who submit responses to produce live satellite broadcasts must include the following in their submittal:

- Flat fee to direct a broadcast with the following criteria (prices should not include costs for satellite time):
 - Attendance at 2-3 planning meetings
 - Provide feedback for set designs
 - 1 day of pre-taping and editing of content
 - Set-up and tear-down of studio
 - 2-3 hours live broadcast
 - Studio crew, including director, audio technician, 2-3 camera operators and a floor director
 - List of equipment and rental charges necessary if additional equipment is required
 - Creation and editing of introductory and closing graphics and video roll-in
 - Final deliverable in either digital or SVHS format
- Résumés of potential director and crew members listed above.
- At least one sample product produced for another customer.

4. Evaluation Criteria

In awarding this contract, all of the following factors will be considered:

- 4.1 Cost/Price
- 4.2 Demonstrated knowledge and experience in subject area or vendor's ability and prior experience in performing the services
- 4.3 Quality of product and vendor performance at other businesses/agencies
- 4.4 Experience working with governmental agencies.

5. Compliance with Contract Terms

Vendors must identify all terms and conditions in the sample contracts with which they are not able to comply. Otherwise, it is assumed that all applicable terms and conditions as specified therein are acceptable to the vendor.

6. Related Services

Vendors must attach a separate sheet to detail the nature and cost of any other related services they will or could provide which are not already listed.

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposal (RFQ). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and 5 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than 3:00 P.M., Arizona Time on December 6, 2005.
 - B. The proposal must include all required items on the Proposal Submittal Checklist.
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criteria	Relative Importance
A. Cost/Price	35%
B. Demonstrated knowledge and experience in subject area and offerer's ability and prior experience in performing the services	35%
C. Quality of product and vendor performance at other businesses/agencies	25%
D. Experience working with governmental agencies	5%

3. Potential vendors may be asked to participate in an interview or demonstration at some point during the evaluation process.
4. Potential vendors may request an appointment to view and assess the available equipment located in the broadcast studio at 1501 West Washington, Phoenix, AZ. Please call Ms. Patrice Ek at 602-354-1014 for an appointment.

SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS

The following materials must be submitted as part of a vendor response:

For all responses:

1. Proposal Submittal Letter (see page 12)
2. Three references (see page 13)
3. Vendor Profile (see page 14)
4. A description of exceptions (if any) to the terms and conditions provided in Appendix B. Any exceptions taken to these terms and conditions must be noted in the proposal.
5. Additional Data (any additional descriptive/narrative data the vendor wants to submit)

Additional information for responses to Part A: Video Production Services (see Specifications section 3.1 on page 8):

1. Cost analysis
2. Resumes
3. Sample video
4. Proposal for the jury orientation video project described in Appendix C

Additional information for responses to Part B: Satellite Broadcast Services (see Specifications section 3.2 on page 8):

1. Cost Analysis
2. Resumes
3. Sample video containing product produced for another customer

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Mr. Don Bentley
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 221
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Qualification (RFQ) number 05-05, the following response is submitted for (check one, or both):

- Part A: Video Production Services
 Part B: Satellite Broadcast Services

In submitting this proposal, I hereby certify that:

1. the RFQ has been read and understood;
2. the materials requested by the RFQ are enclosed;
3. all information provided is true, accurate, and complete to the best of my knowledge;
4. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

Signature of Authorized Official _____ Date _____

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES

(Use as page 2 of proposal)

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

CLIENT NAME: Identify the name of the client or site as appropriate.

CONTACT NAME: Identify who the point of contact at the client or site should be.

CONTACT INFORMATION: Provide the address and telephone number where the client or contact can be reached.



CLIENT NAME **CONTACT NAME** **CONTACT INFORMATION**

- 1. _____

- 2. _____

- 3. _____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contact with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

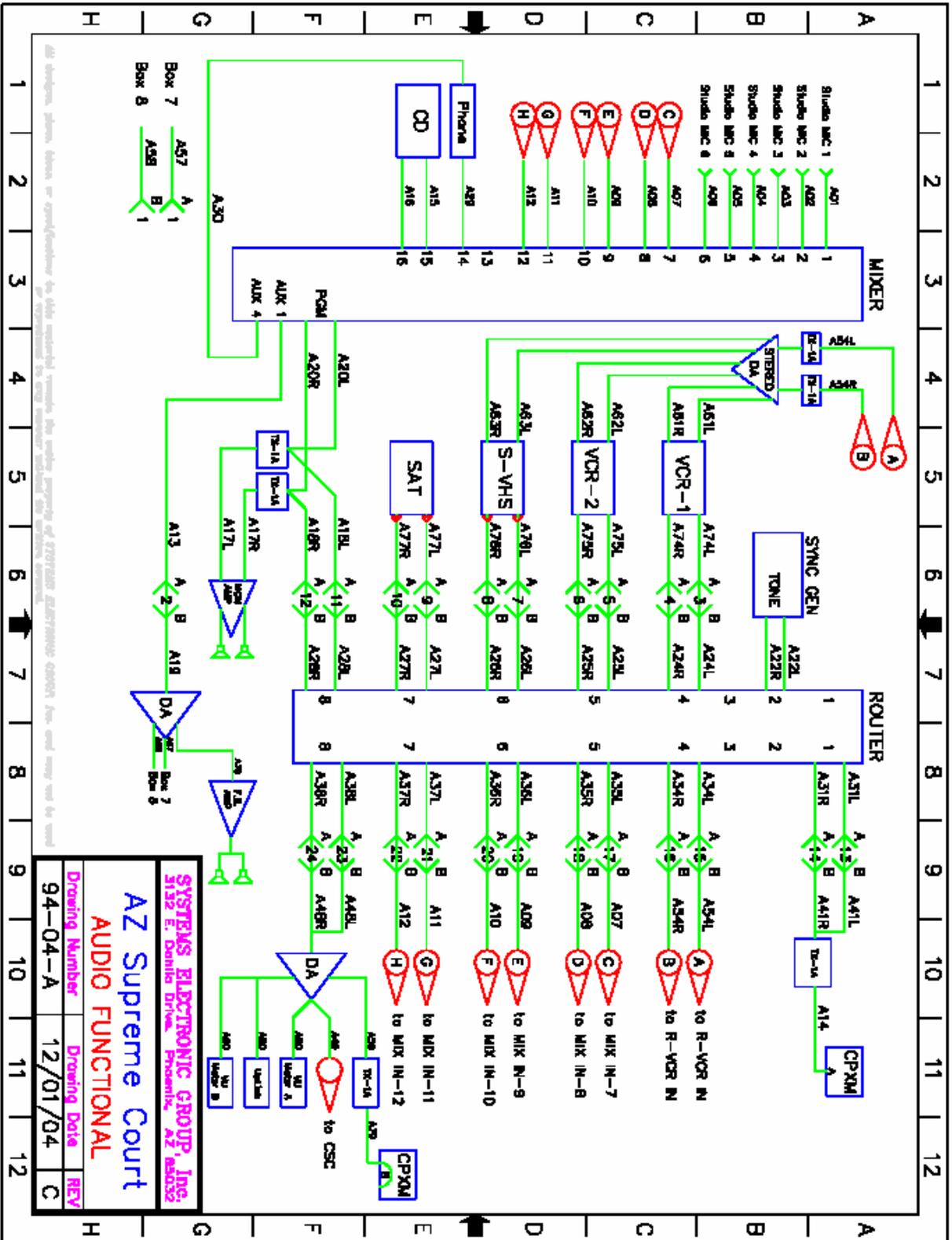
Comment on any partnership(s) with other vendors.

APPENDIX A



Arizona Supreme Court
Broadcast Studio
Equipment List

Item #	Quantity	Manufacturer	Model	Description
1	1	Sigma	HPX-88SV	8x8 stereo & video routing system
2	1	Sigma	HSY-88	Master Control Panel, 8x8, 1RU
3	1	Sigma	HSB-8	Single bus control panel, 1 RU
4	1	Panasonic	AG-MX70	8 input professional digital A/V mixer
5	1	Panasonic	BT-H1390Y	13" high grade color monitor
6	1	FEC	RKBM13	Custom rackmount kit
7	2	TotVision	LCD-501X3	3 units LCD-501 in 19" standard rack mount panel
8	1	ESE	ES-363UP	Up/down timer with rack mount
9	1	ESE	ES-194UP	Master clock with rack mount
10	1	Winsted	K8478	Three bay 24 1/2" (14U) slope consoles with tapped rails
11	1	Winsted	V8777	30"D 70" vertical rack. Includes sides, top and base
12	4	Winsted	85289	Tapped rails fro front and rear of rack
13	6	Winsted	85285	Tapped rails
14	2	Winsted	86071	2U universal rack mount stationary shelves
15	2	Winsted	86073	3U universal rack mount stationary shelves
16	2	Sony	DXC-327A	Cameras, lens
17	2	JVC	5-VHS	Recorders
18	2	Sony		Digital recorders
19	1	Videonics		Character generator
20	1	Listec		Teleprompter
21	2	Canon	Ms22M	Studio controls
22	2	Sony	DXF51	Viewfinders
23	2	LS70		Tripods
24	2	DL-5S		Dollies
25	1	Lowell	TO-96	Light kit
26	8	Lowell		Scissor mounts
27	5	Clearmcom		headsets

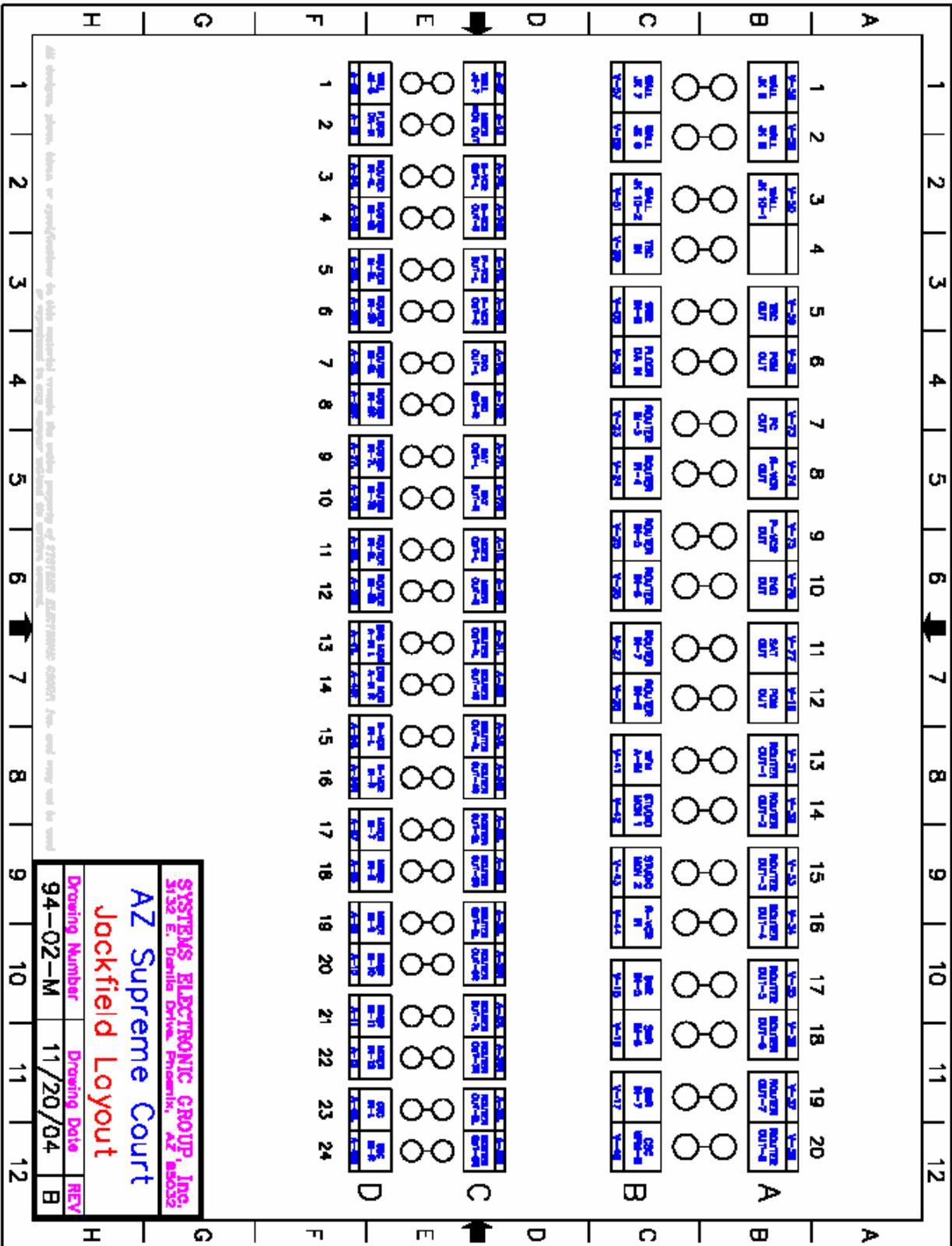


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SYSTEMS ELECTRONIC GROUP, Inc.
5132 E. Daniels Drive, Phoenix, AZ 85032

AZ Supreme Court
AUDIO FUNCTIONAL

Drawing Number	Drawing Date	REV
94-04-A	12/01/04	C



AZ Supreme Court

8 x 8 Router

<u>SOURCE</u>		<u>DESTINATION</u>
BLACK	1	Engineering Monitor (A)
BARS	2	Studio Monitor 1
PC	3	Studio Monitor 2
VCR-1	4	Record VCRs IN
VCR-2	5	Switcher In-5
S-VHS	6	Switcher In-6
SAT	7	Switcher IN-7
SWR PGM	8	CSC / Uplink

APPENDIX B

1. SAMPLE CONTRACT FOR VIDEO PRODUCTION

**Arizona Supreme Court
Administrative Office of the Courts**

LIMITED SERVICES CONTRACT

Single – Payment Contract

This contract is between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("Court"), located at 1501 W. Washington, Phoenix, Arizona 85007, and _____ (Contractor) located at _____.

1. **Terms of Contract.** This contract shall begin upon execution and terminate on _____.

2. **Description of Services.** In connection with the production of an educational videotape titled _____, the Contractor shall be responsible for all pre-production production and post-production services.

The Court requires project approval regarding program format and content, at the following stages: final video script, selection of on/off camera talent, shooting site selection, music selection, video mix prior to addition of music and final product approval. If shoot occurs in a local court or court building, Detention Center, Probation Facility, Judicial Training Facility, etc. Court requires at least one staff member to be present. Any changes in previously approved format and content that are requested by the Court will be the financial responsibility of the Court.

These services, which shall meet all professional standards, are described below.

PRE-PRODUCTION SERVICES

- Minimum of one planning session with Court to discuss lesson objectives, audience characteristics, logistics, script, talent, staging, wardrobe and related issues
- Contractor will provide equipment and materials for on-site video shoot including, but not limited to: digital or beta format video cameras, appropriate tapes, preview and capture controls and equipment, tripods, rollers, digital or SLR still cameras with lenses, memory, lights, stands, filters, microphones, headsets, audio controls, power and video and audio cables, extension cords, batteries, gaffers tape, etc.
- Obtain or work with Court to obtain all photographs, visuals and props, including costumes, if required by the script

PRODUCTION SERVICES

- Provide all crew (i.e. production director, director of photography, gaffer, audio mixer and production assistant) to videotape judge(s), scenarios, procedural sequences, etc. as defined by Court
- Use Court supplied script or lesson plan as basis for copy and audio remarks in the videotape
- Provide for crew transportation and field-related services including meals and lodging, if necessary, as required for one, two or more days of shooting on location
- Provide miscellaneous production crew services as required
- Provide all audio recording services including dubbing or voice-overs and addition of music track if appropriate
- Shoot field production video in digital or broadcast beta format

- Shoot digital or SLR professional grade still photography to create photographs of judge(s), courtrooms, courtroom participants, etc. as required by script or project
- Contractor and production crew will arrive at 8:00AM for camera and lighting set-up. Editing will take place following the video/still photography shoot at the contractor's offices, using contractor owned equipment.

POST PRODUCTION SERVICES

- Final edit in DVCAM format (either size) or D2
- Contractor agrees that editing will not exceed _____ billable hours and will be completed using Contractor's equipment
- Provide and add all required music for use in videotape
- Produce custom digital graphics as required by script
- Provide two (2) copies of DVCAM or VHS preview dubs for final approval purposes
- Deliverable is two (2) Copies of DVCAM or Master Tape with ensured professional quality transfer capability to court's ½" VHS format

The fixed price for the completed video production will be \$_____. The deliverable for this contract is two (2) copies of DVCAM or Master Tape with ensured professional quality transfer capability to Court's ½" VHS format or for inclusion in a CD-ROM based training application.

The cost for editing will be \$_____.

The total cost for this project will be \$_____.

3. Payment for Services. The Court agrees to pay the Contractor \$_____ for the services described herein. All travel and other expenses are included within this amount. Contractor shall submit a detailed invoice for services rendered at the conclusion of the work. Documentation, where appropriate, must accompany each invoice submitted. Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. Court shall process and remit payment to Contractor within 30 days of the date of receipt of Contractor's invoice.

4. Copyrights and Ownership of Material. By virtue of payment for services rendered under this contract, the Contractor hereby grants the Court and its assigns all rights, title and interest in and to all data, materials or work products produced or created as a result of this contract.

5. Use of Materials. Subject to applicable state and federal laws and regulations, the Court shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all materials and information from the educational session.

6. Recordkeeping. Contractor shall create and retain financial records and other documents relevant to this contract for a period of not less than five years from the ending date of this contract. The Court or its auditor shall have access to such records during the retention period.

7. Insurance. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State, and rated at least "A - VII" in the current A.M. Best's, the minimum insurance coverage below:

a. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be issued on an occurrence basis and endorsed to add the State and Court as Additional Insureds with reference to this contract. The policy shall include coverage for:

- Bodily Injury
- Broad Form Property Damage (including completed operations)
- Personal Injury

- Blanket Contractual Liability
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract
- Fire Legal Liability

b. Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State and Court as Additional Insureds with reference to this contract.

c. Workers Compensation and Employers Liability insurance as required by the State Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for the state of hire. This coverage does not apply to any contractor exempt under A.R.S. § 23-901 where the contractor executes an appropriate waiver.

d. The Court reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of the contract. Upon such request, contractor shall deliver the requested information within 10 calendar days.

e. Certificates of Insurance acceptable to the Court shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State and Court as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 30 days prior written notice has been given to the Court. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

f. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the Court may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Court or the State shall be repaid by the Contractor upon demand, or the Court may offset the cost for the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the Court. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

8. Disputes. Any dispute arising under the Contract shall initially be decided by the contract administrator. The contract administrator's decision may be appealed according to Court Administrative Policy 7.04. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract in accordance with the contract administrator's decision. Notice is provided of the arbitration requirements of ARS §§12-1518 and 12-133.

9. Applicable Law. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes there under. Contractor shall comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under ARS §38-511.

10. Availability of Funds. Funds may not be currently available for the Court's performance under this Contract beyond the current fiscal year. No legal liability on the part of the Court for any payment may arise under this Contract until and only as long as funds are made available for performance of this Contract. The Court shall make reasonable efforts to secure such funds. If the necessary funds are not made available, then the Court shall provide written notice to the Contractor and may cancel this Contract without further obligation. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

11. Licenses and Permits. Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.

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

13. Criminal History Check. The Court 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 check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Contract if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

14. Termination and Breach. The Court may terminate this contract on 30 days written notice. Failure of Contractor to perform any services as required by this contract shall constitute a breach of the contract. In the event of a termination or a breach by Contractor, the Contractor shall be reimbursed only for the value of services actually performed.

ARIZONA SUPREME COURT
Administrative Office of the Courts
1501 West Washington
Phoenix, AZ 85007

CONTRACTOR
Contractor's Company
Street Address
City, State and Zip Code

By: _____
[Court]

Title: _____

Date: _____

By: _____
[Contractor]

Title: _____

Date: _____

Social Security or Federal
Employer Identification No. _____

2. SAMPLE CONTRACT FOR SATELLITE BROADCAST

**Arizona Supreme Court
Administrative Office of the Courts**

LIMITED SERVICES CONTRACT
Single – Payment Contract

This contract is made by and between the ARIZONA SUPREME COURT Administrative Office of the Courts ("Court"), located at 1501 West Washington, Phoenix, Arizona, 85007, and _____ ("Consultant") located at 1004 _____.

1. **Term of Contract.** This contract shall become effective upon execution and shall terminate on _____.

2. **Description of Services.** The Contractor agrees to provide production services to the Court for a ___ hour satellite broadcast titled _____ scheduled to air on _____. The Contractor shall be responsible for all pre-production, production and post-production services.

The Court requires project approval regarding program format and content, at the following stages: final script and run-time log, selection of on camera talent, music selection, video mix prior to addition of music. Any changes in previously approved format and content that are requested by the Court will be the financial responsibility of the Court.

The Court provides a broadcast studio outfitted with the equipment listed in Appendix A of this document. Equipment includes: two video cameras and lenses with stands, tripods and rollers, lights, filters, etc. The control room for the studio includes a character generator, image switcher, router system and PC computer. Contractor agrees to provide additional or in-lieu of cameras or specialized equipment for any particular production as required.

Contractor's specific services shall meet all professional standards and are described below.

PRE-PRODUCTION SERVICES

- Minimum of one planning session with Court to discuss lesson objectives, audience characteristics, logistics, script, talent, staging, wardrobe and related issues
- Pre-production on-site or on-location professional videography for program sequences and/or off-site editing for roll-ins, sequences, credits, etc.
- Obtain or work with Court to obtain any photographs, visuals and props, including costumes, if required by the script
- Assist Court in producing quality MS Power Point slides to support information presented in broadcast
- Services shall also include set up of studio, and *dry run* of the program as scheduled, but not to exceed two days of production

PRODUCTION SERVICES

- Provide all crew (i.e. production director, floor director, two (2) camera operators, audio mixer and production assistant, if necessary) to present *live* statewide educational broadcast as defined by Court
- Use Court supplied script, lesson plan or run-time sheet as basis for production
- Record production in DVCAM format for later editing and/or reproduction in VHS format
- Provide all audio recording services including live phone calls to broadcast, addition of music track if appropriate, set-up, attachment and monitoring of mics for talent, etc.
- Contractor and production crew will arrive at 8:00AM for camera and lighting set-up.
- Services shall include breakdown of studio following production

POST PRODUCTION SERVICES

- Editing will take place following production at the contractor's offices, using contractor owned equipment
- Final edit in DVCAM format (either size), SVHS or D2
- Contractor agrees that editing will not exceed _____ billable hours and will be completed using Contractor's equipment
- Provide and add all required music for use in broadcast tape
- Provide one (1) copy of DVCAM or VHS preview dubs for final approval purposes
- Deliverable is one (1) Copy of DVCAM or Master Tape with ensured professional quality transfer capability to court's ½" VHS format

The fixed price for the completed broadcast production will be \$_____. The deliverable for this contract is one (1) copy of DVCAM or Master Tape with ensured professional quality transfer capability to Court's ½" VHS format or for inclusion in a CD-ROM based training application.

The cost for editing will be \$_____.

The total cost for this project will be \$_____.

3. Payment for Services. The Court agrees to pay the Contractor \$_____ for services described above. All travel and other expenses are included within this amount. Contractor shall submit a detailed invoice for services rendered at the conclusion of the work described in this contract. Documentation, where appropriate, must accompany each invoice submitted.

4. Copyrights and Ownership of Material. By virtue of payment for services rendered under this contract, the Contractor hereby grants the Court and its assigns all rights, title and interest in and to all data, materials or work products produced or created as a result of this contract.

5. Use of Materials. Subject to applicable state and federal laws and regulations, the Court shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all materials and information from the educational session.

6. Recordkeeping. Contractor shall create and retain financial records and other documents relevant to this contract for a period of not less than three years from the ending date of this contract. The Court, or its auditor, shall have access to such records during the retention period.

7. Insurance. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State, and rated at least "A - VII" in the current A.M. Best's, the minimum insurance coverage below:

a. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be issued on an occurrence basis and endorsed to add the State and Court as Additional Insureds with reference to this contract. The policy shall include coverage for:

- Bodily Injury
- Broad Form Property Damage (including completed operations)
- Personal Injury
- Blanket Contractual Liability
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract
- Fire Legal Liability

b. Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the

ownership, maintenance or use of any auto. The policy shall be endorsed to add the State and Court as Additional Insureds with reference to this contract.

c. Workers Compensation and Employers Liability insurance as required by the State Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for the state of hire. This coverage does not apply to any contractor exempt under A.R.S. § 23-901 where the contractor executes an appropriate waiver.

d. The Court reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of the contract. Upon such request, contractor shall deliver the requested information within 10 calendar days.

e. Certificates of Insurance acceptable to the Court shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State and Court as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 30 days prior written notice has been given to the Court. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

f. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the Court may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Court or the State shall be repaid by the Contractor upon demand, or the Court may offset the cost for the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the Court. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

8. Disputes. Should any dispute between the parties, concerning this Agreement, the Contractor must submit the contract claim to the Legal Services Office of the Administrative Office of the Courts, pursuant to the Supreme Court Administrative Office of the Courts Policies and Procedures Manual, policy 7.04 (C) and (D). After exhausting the administrative remedies available in 7.04 (C) and (D), if such dispute is subject to the mandatory arbitration provisions of A.R.S. § 12-133, the parties will submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

9. Applicable Law. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes thereunder. Contractor shall comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. Sec. § 38-511.

10. Availability of Funds. Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of the contract shall be effective only when funds appropriated for the purpose of compensating Contractor are actually available to the Court for disbursement. The Administrative Director shall be the sole authority for determining the availability of funds.

11. **Licenses and Permits.** Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, including compliance with intellectual property laws, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.

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

13. **Criminal History Check.** The Court 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 check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Contract if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

14. **Termination and Breach.** The Court may terminate this contract on (30) days written notice. Failure of Contractor to perform any services required as required by this contract shall constitute a breach of the contract. In the event of a termination or a breach by Contractor, the Contractor shall be reimbursed only for the value of services actually performed.

ARIZONA SUPREME COURT
Administrative Office of the Courts
1501 West Washington
Phoenix, AZ 85007

CONTRACTOR
Contractor's Company
Street Address
City, State and Zip Code

By: _____
[Court]
Title: _____
Date: _____

By: _____
[Contractor]
Title: _____
Date: _____

Social Security or Federal
Employer Identification No. _____

3. SAMPLE WORK ORDER

The following work is hereby ordered pursuant to the Contract dated _____ by and between the ARIZONA SUPREME COURT and _____ (“Contractor”).

The Contractor agrees to perform the work described and under the terms set forth in the attached proposal dated _____ for _____ (“Project”).

As payment for this Project, the undersigned Court will pay Contractor as follows:

Contractor shall submit a detailed invoice for services rendered. Documentation, where appropriate, must accompany each invoice submitted. Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices. Court shall process and remit payment to Contractor within 30 days of the date of receipt of Contractor’s statement or invoice.

The Court 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 criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is not acceptable alternative.

ORDERED BY:

ACCEPTED BY:

(“Court”)

(“Contractor”)

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Federal Employer I.D. No: _____

ORDERED ON BEHALF OF:

Title _____

By _____

Date _____

*****AOC USE ONLY*****

Starting Date: _____ Ending Date: _____

AOC Contact: _____

Maximum Amount Payable: \$_____ Fund: _____

Any other payment or encumbrance instructions: _____

APPENDIX C JURY ORIENTATION VIDEO PROJECT

Following are the general requirements for an upcoming project for which we are seeking a vendor. Please provide a proposal for this project, including a brief description of your vision of how the finished film might look, including any creative ideas you may have to address this project.

Project Description:

The anticipated end product for this project is a 10-12 minute film to be shown to potential jurors statewide. It will be viewed in the jury assembly areas of the courts prior to actual jury selection, and we plan to make the film available on our Web site so that all interested parties may view it.

The tone of the film will be positive, motivational, and uplifting. It will open with a statement of appreciation from the Chief Justice.

The video must state that jury duty is a fundamental responsibility for all citizens and that jury service is our opportunity to represent our society in rendering thoughtful decisions. The video should point out that much work has gone into making the jury summoning and selection process as responsive and respectful as possible.

The film will present potential trial jurors in Arizona courts with information about the following:

- Roles of all the individuals in the courtroom
- Jury selection process, from obtaining names from voter and drivers' license records to selecting the final group of jurors for a particular case
- Responsibilities of trial jurors

The Court requires project approval regarding program format and content, at the following stages: final video script, selection of on/off camera talent, shooting site selection, music selection, video mix prior to addition of music and final product approval. If shoot occurs in a local court or court building, Detention Center, Probation Facility, Judicial Training Facility, etc. Court requires at least one staff member to be present whenever the broadcast studio is in use by contractor. Any changes in previously approved format and content that are requested by the Court will be the financial responsibility of the Court.

These services, which shall meet all professional standards, are described below.

PRE-PRODUCTION SERVICES

- Minimum of two planning sessions with Court to discuss and plan project, audience characteristics, logistics, script, talent, staging, wardrobe and related issues
- Provide Court with advise on creative treatment of subject
- Provide Court with script and script writer for production as basis audio remarks in the videotape
- Provide Court with recommendations and contact information for "talent"

- Contractor will provide equipment and materials for on-site video shoot including, but not limited to: digital or beta format video cameras, appropriate tapes, preview and capture controls and equipment, tripods, rollers, digital or SLR still cameras with lenses, memory, lights, stands, filters, microphones, headsets, audio controls, power and video and audio cables, extension cords, batteries, gaffers tape, etc.
- Obtain or work with Court to obtain all photographs, visuals and props, including costumes, if required by the script

PRODUCTION SERVICES

- Provide all crew (i.e. production director, director of photography, gaffer, audio mixer and production assistant) to videotape judge(s), scenarios, procedural sequences, etc. as defined by Court
- Provide for crew transportation and field-related services including meals and lodging, if necessary, as required for one, two or more days of shooting on location
- Provide miscellaneous production crew services as required
- Provide all audio recording services including dubbing or voice-overs and addition of music track if appropriate
- Shoot field production video in digital or broadcast beta format
- Shoot digital or SLR professional grade still photography to create photographs of judge(s), courtrooms, courtroom participants, etc. as required by script or project
- Contractor and production crew will arrive at 8:00AM for camera and lighting set-up. Editing will take place following the video/still photography shoot at the contractor's offices, using contractor owned equipment.

POST PRODUCTION SERVICES

- Final edit in DVCAM format (either size) or D2
- Contractor agrees that editing will not exceed _____ billable hours and will be completed using Contractor's equipment
- Provide and add all required music for use in videotape
- Produce custom digital graphics as required by script
- Provide two (2) copies of DVCAM or VHS preview dubs for final approval purposes
- Deliverable is two (2) Copies of DVCAM or Master Tape with ensured professional quality transfer capability to court's 1/2" VHS format

The deliverable for this contract is two (2) copies of DVCAM or Master Tape with ensured professional quality transfer capability to Court's 1/2" VHS format or for inclusion in a CD-ROM based training application.

BID

Video production	\$ _____
Editing	_____
Total Cost	\$ _____