

Recommended Specifications for Transcription Services Contracts

Because authorized transcribers who are not certified reporters will be contracting with local courts to provide transcription services, courts should observe certain minimum standards in the contractual arrangements they develop with transcribers and transcription services. At a minimum, these contracts should address:

1. A description of the types of recordings the vendor will be transcribing,
2. Turnaround times,
3. A 98% transcript accuracy rate,
4. Protocol for handling recordings and transcripts of confidential proceedings,
5. Adherence to transcript formatting standards,
6. An established pick-up and delivery process, and
7. A per-page pricing schedule for 20-day, 10-day, 3-day and/or overnight transcript preparation.
8. Agreement to submit to the jurisdiction of the Arizona courts.

To identify qualified vendors, courts should inquire into the vendors':

- a. ownership of appropriate play-back technology,
- b. response time, business hours and contact information,
- c. education, training, or related experience in transcript preparation.

Courts may wish to incorporate language from the model RFP document developed by the Keeping the Record Committee, available from the Administrative Office of the Courts.

ARIZONA SUPREME COURT

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

Request for Proposals

RFP (number)

Transcription Services
for Court Proceedings

(publication date)

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court (“the Court”) is requesting proposals from bidders who wish to be pre-qualified to provide transcription services to Arizona courts on an “as-needed” basis. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by *** (date and time) *** in accordance with the schedule below.

This Request for Proposals (RFP) is being issued solely for the procurement of contracts in which no warranty, expressed or implied, is made to the contractor(s) by the Court that any purchases will be made during the term of the contract. Any contract(s) awarded pursuant to this RFP shall state that purchases will be made only on an “as-needed” basis. Any Arizona Court, any political subdivision acting on behalf of a court, or any authorized purchaser may obtain services under this agreement.

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 on *** (same date and time as above) *** at the Arizona State Courts Building, 1501 W. Washington, Conference Room ***, Phoenix, Arizona.

NOTE: ARIZONA CERTIFIED COURT REPORTERS ARE DEEMED PRE-QUALIFIED TO PRODUCE TRANSCRIPTS FROM ELECTRONIC RECORDINGS AND ARE NOT REQUIRED TO RESPOND TO THIS RFP.

2. Proposers’ Conference

No proposers’ conference will be held.

3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	*** (date) ***
b. Deadline to Submit Written Questions	*** (date) ***
c. Response to Written Questions/RFP Amendments	*** (date) ***
d. Proposal Due Date*	*** (date) ***

The Court reserves the right to deviate from this schedule.

- * **Proposals received after *** (date and time) *** 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 bidder(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 Request for Proposals. The Court reserves the right (prior to contract award) to inspect a vendor's facilities, and to consider other sources of information to determine evaluation scores.

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 bidder 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 bidders who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFP 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 RFP.

5. Proposal Discussions

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders 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 bidders.

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. Necessary Documents. Vendors who wish to submit proposals for RFP *** shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
2. Specifications. 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. Procurement Rules. 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. Subcontractors. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, 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 RFP. 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 Bidders

Any inquiries/questions related to this RFP 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 *** (date) *** to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 221
Phoenix, Arizona 85007-3231
Email: dbentley@supreme.sp.state.az.us
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 *** (date and time) *** 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 RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one original and *** copies of each proposal.
- D. Vendor submitting a proposal shall indicate the vendor's name and the RFP 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 *** (date and time) *** at the Arizona State Courts Building, 1501 W. Washington, Conference Room ***. 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, other proprietary data or financial information 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 RFP.

SECTION 3 SPECIFICATIONS

Background

The trial courts of Arizona record most proceedings occurring in the courthouses around the state. In the last several years, more than half the courts across the state have purchased computerized audio or audio/video recording equipment for use when court reporters are either not available or not required. On occasion, the electronically recorded verbatim record must be transcribed for appeals or other purposes. It is anticipated that the need for transcription services will grow in the future. The Court is interested in developing a list of qualified vendors to provide transcription services for use by courts throughout the state.

Description of Information to be Transcribed

To record on a computer hard drive, CD, or audio tape in the courtroom, courts use a variety of digital and analog software and hardware, e.g. For The Record (FTR), Jefferson Audio Video Systems (JAVS), or CourtSmart, Inc. Proposers must indicate which electronic formats they will be able to support and transcribe. Delivery of the recording to the contracted transcriber will be accomplished either by physical pick up, electronic delivery or other means (i.e., e-mail, FTP, etc.) as approved by the court.

No minimum or maximum volume of business will be guaranteed by a contract or a work order. Volume will be determined by the number of transcripts needed and the quality of performance provided by the vendor.

Because these court transcripts are used for legal proceedings, accuracy is of the utmost importance. It is expected that each transcript will be proofread and corrected, as necessary, to ensure accuracy. Each transcript must be certified as a true copy prepared from the verbatim recording. Transcripts must conform to the formatting and content standards set forth in the *Arizona Transcript Standards Manual* (attached).

In the response, the Proposer will describe the standard transcript preparation process to be used, including quality control. Proposer will state the length of time that the Proposer's electronic copy of the transcript will be retained, in case additional copies are requested at a later date. **The Proposer will prepare, and submit with the proposal, a sample transcript from a CD or tape provided by the Court.**

Turnaround Time Required for Transcription Services

There are typically deadlines for the completion of transcripts, as the parties may need to comply with certain deadlines established by court rule or statute. Keeping those deadlines in mind, the Proposer will submit a schedule indicating the estimated email, mail and physical delivery times for 50-page transcripts, 100-page transcripts, and up to 500-page transcripts. Successful Proposers will have submitted reasonable and realistic turnaround times that will allow good service, and yet be feasible for the Proposer to meet under all but extreme circumstances.

Pick-up and Delivery Process

Secure delivery of the media and transcript is vital. In the response, the Proposer will describe their intended secure delivery method. For physical delivery, provide a schedule of available pick-up and delivery times. Indicate whether company personnel or a courier service will perform pick-ups and deliveries. For electronic delivery, documents must be in PDF or TIFF format. The delivery method to be used is subject to the satisfaction of the court.

Pricing and Invoicing

The pricing schedule should include the prices for the original transcript, each additional copy, copy ordered at a later date, rush order, and CD or disk copy of transcript. To enable courts to provide an estimated cost to customers, please provide the cost per page including the cost per page for 20 day, 10 day, 3 day and overnight transcript preparation. Any costs associated with pick-ups and deliveries should not be billed as separate charges.

The cost of the transcript, any additional copies, plus all related charges need to be itemized on each invoice.

Minimum Requirements:

- Equipment for transcription of multi-track electronic or analog records, including computer equipment and software, footswitch, powered speakers and/or head phones.
- Ability to comply with format and content standards and the *Arizona Transcript Standards Manual*.
- Produce accurate transcripts (e.g., 98% or higher rate of accuracy).
- Maintain regular business office hours, with telephone and e-mail access and a two-hour response time.
- Established transcript pick-up and delivery processes.
- Established billing system.

Minimum Qualifications for Transcribers and Transcription Services Firms (If the applicant is an organization, all transcribers in the firm who will be working under the contract must meet minimum qualifications):

- Certification through the American Association of Electronic Reporters and Transcribers
- A high school graduate, GED certificate, or equivalent
- No record of felony convictions or pending criminal litigation
- Financial solvency (e.g., no cases in bankruptcy court, no back taxes owed, etc.)
- No outstanding fines, fees, court costs or other financial obligations to the Court.
- Agreement to maintain as confidential any transcripts produced of confidential court proceedings.

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and *** copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than *** (date and time) ***.
 - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 5).
 - C. The vendor must meet all Minimum Requirements and Minimum Qualifications listed under Specifications (Section 3).
 - D. 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
Quality of Transcription Services, including but not limited to, quality of the prepared sample transcripts, transcription “turn around” times, and quality assurance program.	50%
Vendor Business Summary, including, but not limited to, past experience (including work with courts and the legal system), references, and a dispute resolution process at vendor expense (to address problems with the accuracy or timeliness of transcription services). Preference may be given for a local or in-state office presence.	30%
Cost of Transcription Services	20%

Proposers may be asked to give an oral presentation and/or demonstration of their transcription process and systems.

SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS

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

1. Proposal Submittal Letter (see page ***)
2. Three references (see page ***)
3. Vendor Profile (see page ***)
4. All information requested in Section 3, "Specifications", as follows:

A list of the recording system formats which the bidder is able to support and transcribe.

A description of the standard transcript preparation process to be used, including quality control.

The length of time that the electronic copy of the transcript will be retained.

Sample transcript prepared from the CD or tape provided with this RFP.

A schedule indicating the estimated delivery time for 50-page, 100-page, and 500-page transcripts.

Proposed secure delivery method. For physical delivery, provide a schedule of available pick-up and delivery times. Indicate whether company personnel or a courier service will perform pick-ups and deliveries.

For electronic delivery, documents submitted must be in accordance with "pick up and delivery process (Pg.9)".

A pricing schedule to include prices for 20 day, 10 day, 3 day and overnight preparation of the original transcript depending on delivery method, each additional copy, copy ordered at a later date, and CD diskette or electronic copy of transcript.

5. A description of vendor's dispute resolution process to address problems with the accuracy or timeliness of transcription services.
6. A description of exceptions (if any) to the contract terms provided in Section 6 of the RFP.
7. Additional Data (any additional descriptive/narrative data the vendor wants to submit).
8. Provide three business references, including name, address and phone number, along with a brief description of services provided.

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 Proposals (RFP) number ***, the following response is submitted

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. my company will comply with the requirements set forth in the RFP and with the *Arizona Transcript Standards Manual*;
3. the materials requested by the RFP are enclosed;
4. all information provided is true, accurate, and complete to the best of my knowledge;
5. 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#: _____

VENDOR PROFILE

(Information can be on a separate sheet)

1. What is the physical address, mailing address, and fax number of your company's main office?
2. 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).
3. Who in your company is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).
4. Provide a brief history of your company.
5. Indicate the total number of employees in your company and their distribution by function.
6. Provide most recent annual report and financial statement.
7. Comment on any partnership(s) with other vendors.

SECTION 6
GENERAL CONDITIONS ADDENDUM

Contractor:

Contract: _____ *[service type and performance dates]* _____

This addendum supplements and modifies the terms and conditions of the vendor contract described above between the Arizona Supreme Court, Administrative Office of the Courts, and Contractor. In the event of any conflict between the terms of the vendor contract and these provisions, this addendum shall govern. "Court" means the Arizona Supreme Court, Administrative Office of the Courts, and any Arizona court purchasing services under the contract. "State" means the State of Arizona and its departments, agencies, boards and commissions. "Contract" or "Agreement" means the contract described above, including all attachments and exhibits.

1. **Prices.** The prices quoted in Contractor's proposal are fixed for the term of the contract.

2. **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 beyond the current fiscal year 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.

3. **Confidentiality.** The parties acknowledge that this Contract and supporting documents are public records subject to the requirements of Supreme Court Rule 123. Any provision requiring non-disclosure is limited to the extent necessary to comply with that rule. In the event a public records request is received for information which Contractor has designated as confidential or proprietary, the Court will notify Contractor as soon as possible.

4. **Contractor's Records.** To the extent required by ARS §35-214, Contractor shall retain all records related to this Contract for five years after the completion date. Contractor shall make the records available at all reasonable times for inspection and audit by the Court or its auditor.

5. **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. Professional Liability Insurance with minimum limits of \$1,000,000 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions providing services in the Description of Work of this contract. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

e. 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.

f. 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.

g. 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.

6. **Conflicts of Interest.** The Court may cancel this Contract without penalty or further obligation to the State pursuant to A.R.S. 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court was at the time or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee, contractor or consultant of the Contractor in any capacity. Cancellation shall be effective when the Contractor receives written notice from the Court, unless the notice specifies a later time.

7. **Undue Influence.** The Court may terminate this Contract if the Court finds that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of a Contract. If the Contract is terminated under this section, the Court shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers of the Contractor is not prohibited by this paragraph.

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. **Non-Discrimination.** The parties agree to comply with all applicable court, state and federal laws, rules, regulations and executive orders governing nondiscrimination, including the Americans with Disabilities Act, equal employment opportunity, immigration, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

10. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of the Contract and any disputes thereunder. Any action relating to the Contract shall be brought in an Arizona court.

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 Court or the State.

13. **Payment.** Contractor shall submit a detailed invoice for services rendered at the conclusion of the work or at such other time as may be specified in the Contract. 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.

14. **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 Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

15. **Amendments and Waivers.** Amendments to the Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of the Contract shall be waived or modified without a written amendment to the Contract.

16. **Jurisdiction.** Contractor agrees to submit to the Court's jurisdiction. As such, Contractor is subject to Order to Show Cause (OSC) hearings and must appear for such hearings set by the Court.