



State of Utah Courts Request for Qualifications

AOC6002
Court Reporter Vendor List

Legal Company Name (include d/b/a if applicable)		Federal Tax Identification Number		State of Utah Sales Tax ID Number	
Ordering Address		City		State	Zip Code
Remittance Address (if different from ordering address)		City		State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person			
Telephone Number (include area code)		Fax Number (include area code)			
Company's Internet Web Address		Email Address			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____					
Offeror's Authorized Representative's Signature		Date			
Type or Print Name		Position or Title			

**Request for Qualifications for Court Reporting Services in Capital Cases
Solicitation # AOC6002**

(1) Purpose

This request for qualifications will result in contracts between the Administrative Office of the Courts (AOC) and each qualified court reporter on an approved vendor list. Each contract will be an agreement that the trial court executive may schedule the court reporter as needed to perform the work described in the contract, but the contract will not guarantee work. Scheduling is limited to cases in which the death penalty might be imposed upon conviction. The AOC will create a roster of certified court reporters with whom it contracts. As needed, a trial court executive will schedule a court reporter from the roster to perform the work described in the contract.

(2) Court reporter qualifications

At all times covered by the contract, including preparing and filing any transcript, the court reporter must be a certified court reporter licensed in Utah by the Division of Professional Licensing according to Title 58, Chapter 74 of the Utah Code. The court reporter must comply with all other applicable provisions in Title 78A, Chapter 2, Part 4 of the Utah Code and Rule 5-203 of the Utah Rules of Judicial Administration.

(3) Issuing office and reference number

The AOC is the issuing office for this document and all subsequent documents relating to it. The reference number for the transaction is Solicitation Number AOC6002. This number must be included on all proposals, correspondence, and documentation relating to this procurement.

(4) Submitting your qualifications

Initial proposals must be received no later than 3:00 p.m. on Thursday, January 14, 2016. Proposals received after that time will be reviewed as received. Each proposal must contain complete contact information and social security number. One original and one copy of the proposal must be sent or delivered to Dustin Treanor at the Administrative Office of the Courts / PO Box 140241 / 450 S State St Suite N21 / Salt Lake City, Utah 84114-0241 (dustint@utcourts.gov). Questions about this vendor list must be submitted to Brent Johnson at brentj@utcourts.gov

The district court administrator will decide within 30 days after the initial deadline for proposals or after receipt of a proposal, whichever is later, whether a proposal meets requirements. If a proposal meets requirements, the court reporter and the AOC will execute a contract and the court reporter will be added to the roster.

(5) Length of contract; termination

Any contract resulting from this procurement will end on June 30, 2020, but will include the completion of any work, including the preparation and filing of any transcript, being performed.

Either party may terminate the contract by giving 30 days written notice to the other party, unless the court reporter has been scheduled for a case. If the court reporter has been scheduled for a case, either party may terminate the contract after the assignment is completed, including preparing and filing any transcript, by giving 30 days written notice to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to the date of termination.

(6) Scheduling work

The trial court executive may schedule the court reporter to make a verbatim record of court hearings in cases in which the death penalty might be imposed upon conviction. If the death penalty is no longer a possibility, the trial court executive will cancel the scheduled work by notifying the court reporter.

The trial court executive will schedule a court reporter based on availability and proximity to the courthouse, among other factors.

If the court reporter fails to perform the contract, the trial court executive may cancel the scheduled work by notifying the court reporter. If failure to perform the contract is the grounds for canceling the scheduled work, the AOC will not pay the appearance fee under Paragraph (10).

(7) Standard terms and conditions

Any contract resulting from this RFP will include the terms and conditions in Attachment A.

(8) Special terms and conditions

Upon scheduling work, the trial court executive and the court reporter will complete the scheduling terms shown in Attachment B. The district court administrator must approve the scheduling terms before the court reporter may begin the work.

(9) Scope of work

(a) Reporting at court hearings and other court-ordered proceedings

The court reporter will make a verbatim record of court hearings and other proceedings ordered by the court for the scheduled days and any extensions under Paragraph (e).

(b) Transcript preparation and filing

Upon request for an official transcript and satisfactory arrangements for payment, the court reporter will transcribe her or his notes in the format prescribed by CJA 5-203.

The court reporter shall file in the court in which the hearings were held a printed version of the transcript, certified in accordance with Rule of Appellate Procedure 12 and Utah Code § 78A-2-409, and an electronic file of the transcript in Adobe Portable Document Format (PDF).

The Utah state courts own the transcript and the electronic file.

(c) Confidentiality

The court reporter will not disclose her or his notes of a court hearing or other proceeding to any other person, except a court transcriber. The court reporter will not retain or disclose to any other person except a court transcriber the court's audio file or video file or the transcript of the proceeding. The court reporter will not communicate to any person other than court personnel or a court transcriber about the court hearing or proceeding.

(d) Compliance with law

The court reporter will comply with all applicable statutes and rules and will not engage in unprofessional conduct as defined in Utah Code § 58-74-502.

(e) Extended hearings

If hearings or other court-ordered proceedings extend beyond the court reporter's scheduled term,

- (i) the court reporter will continue to make a verbatim record; and
- (ii) the court will pay any additional appearance fees and expenses for that day in accordance with the contract.

(f) Canceled or shortened hearings

The court may cancel scheduled work or adjust the hearing schedule by notifying the court reporter in writing at least 10 days before the first hearing date. If the scheduled work is canceled or the hearing schedule is shortened without at least 10 days written notice, the court:

- (i) will pay the appearance fee for 2 days or the balance of the days scheduled, whichever is less; and
- (ii) will reimburse the court reporter's expenses in accordance with this contract for the days actually worked and necessary travel days.

(10) Appearance fee

The AOC will pay \$100 for every half-day or any part thereof to make a verbatim record of hearings and court-ordered proceedings in the case. The Judicial Council may change the fee, which is effective 30 days after notice to the court reporter by the district court administrator. Half-days are counted in six-hour segments beginning at 12:00 a.m.

(11) Transcript fee

The transcript fee established by Utah Code § 78A-2-408 will be paid by the person or party requesting that the transcript be prepared. The court shall pay the transcript fee for a transcript prepared at the request of the judge presiding at the hearing.

(12) Expenses

Ground transportation: The court will reimburse the expense of a private vehicle at \$0.38 per mile for every mile over 50 miles if the distance between the courthouse and the court reporter's home base is more than 50 miles, as calculated by "Google Maps."

Lodging: Overnight lodging is permitted upon the approval of the district court administrator. Lodging for the night before the hearing is permitted, unless travel on the day of the hearing is practical. Lodging for the night after the hearing is permitted, unless travel on the day of the hearing is practical. If overnight lodging is permitted, the court will reserve lodging near the courthouse and arrange for direct billing to the court. The court reporter will pay incidental fees.

Meals: Reimbursement for meals is permitted if overnight lodging is permitted. The court will reimburse at the state per diem rates of \$10.00 for breakfast if travel begins before 6:00 a.m. The court will reimburse \$14.00 for lunch if travel includes the noon hour. The court will reimburse \$16.00 for dinner if travel ends after 7:00 p.m.

Miscellaneous expenses: The court will reimburse expenses actually paid by the court reporter necessary to performing the contract. If possible, the court reporter shall obtain approval prior to incurring the expenses.

(13) Invoice

The court will pay in accordance with the contract within 30 days after the court reporter submits an invoice with receipts. No receipts are required for meals. No receipts are required for private vehicle mileage reimbursement.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the court, department, division, office, or other organization identified on the Contract Signature Page(s).
 - i) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff and agents, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization,

express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; (v) the Utah Antidiscrimination Act at Title 34A, Chapter 5 of the Utah Labor Code, and (vi) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by Contractor and any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has it ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act, action by the Utah Judicial Council or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor shall provide proof of insurance to the State Entity within thirty (30) days of contract

award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the State Entity at least thirty (30) days prior to the cancellation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

16. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
17. **ADDITIONAL INSURANCE REQUIREMENTS:** The following are minimum coverages that may be in addition to the required insurance requirements of this Contract:
 1. Professional liability insurance in the amount as described in the Solicitation for this Contract.
 2. Any other insurance, including Comprehensive Automobile Insurance, described in the Solicitation for this Contract.
 3. Any other type of insurance described in the Solicitation.
 4. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation

These additional insurance requirements shall be Contractor's responsibility and shall be provided at Contractor's expense. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Within thirty (30) days of contract award, Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the State Entity at least thirty (30) days prior to the cancellation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the Utah Rules of Judicial Administration (URJA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with the URJA. Except for sections identified in writing by Contractor and expressly approved by the State Entity, all of which must be in accordance with the URJA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under the URJA. The State Entity and the State of Utah are not obligated to inform Contractor of any requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 17 March 2015)

Attachment C – Court Reporter Invoice for Fees and Expenses

Court Reporter	
Name	E-Mail
Home Base Address	Phone Number
Fees and Expenses	
Start Date (Including Travel Days)	End Date (Including Travel Days)
\$100/half day (Appearance Fee) x _____ (number of ½ days) =	Total Fee: \$ _____
Expenses	
Describe	Amount
Mileage	\$.38 x _____ miles = \$
Breakfast	\$10.00/day x _____ days = \$
Lunch	\$14.00/day x _____ days = \$
Dinner	\$16.00/day x _____ days = \$
	\$
	\$
	\$
	\$
	\$
	\$

Date Court Reporter Date Trial Court Executive

Date Finance Director Date District Court Administrator