

**ALABAMA COURT OF CRIMINAL APPEALS
REQUEST FOR PROPOSAL (RFP) TO
UPGRADE COURTROOM AUDIO/VISUAL SYSTEM
RFP# ACCA-FRP-2025-001**

1.0 Introduction

- 1.1 **Purpose of RFP.** This document constitutes an invitation for sealed proposals to upgrade the audio/visual system in the court room of the Alabama Court of Criminal Appeals (hereinafter referred to as "the Court") as set forth herein.

Respondents are requested to submit proposals that address the Court's requirements as stated in this solicitation and to include sufficient information to allow the Court to evaluate the solution proposed and determine its appropriateness for the Court.

The Court expects the system that is selected to be in full production by August 8, 2025.

- 1.2 **Intent of RFP.** It is the intent of this RFP to establish a contract for a customized courtroom audio/visual system. This document describes the minimum requirements for the development and administration of the system.

2.0 Key Event Dates

- 2.1 **Schedule Overview.** Although subject to change, the Court expects to adhere to the following time and event schedule relative to this RFP process.

February 14, 2025: Request for Proposals Issued

March 5, 2025: Optional Vendor Meeting at 10:00 a.m. CST to View Courtroom

March 7, 2025: Deadline to Submit Questions

March 28, 2025: Proposals Due

May 1, 2025: Anticipated Finalization of Award

May 9, 2025: Acceptance and Execution of Agreement

June 18 – July 30, 2025: Implementation

- 2.2 **Changes to Schedule and to RFP.** The Court reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not notified the Court's designated contact that they will not be submitting a proposal. Changes to the deadline or other scheduled events may be made by the Court as it deems to be in its best interest.

3.0 Vendor Communication

3.1 **Required Information.** To ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate person(s) within the prospective vendor's firm, each respondent who intends to participate in this RFP is to provide contact information to the Clerk of the Court. Prompt, thorough compliance is in the best interest of the respondent. Providing contact information is the responsibility of the respondent. Without the prompt information, any communication shortfall shall reside with the respondent.

3.2 **Contact Details.** The following information should be provided by the respondent to Scott Mitchell, Clerk of Court, Alabama Court of Criminal Appeals, 300 Dexter Avenue, Montgomery, Alabama 36104 (e-mail: scott.mitchell@alappeals.gov):

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact.

3.3 **Questions.** Respondents having questions regarding this solicitation shall compile all questions into one e-mail document and submit them to the Clerk of the Court, Scott Mitchell (e-mail: scott.mitchell@alappeals.gov) by 2:00 p.m. CST on March 7, 2025. The Court will compile all questions submitted, prepare a written response, and e-mail the response to all Respondents who have provided contact information. Any oral answers given to questions are not binding.

3.4 **Prohibited Contacts.** From the Release Date of this Request for Proposal until a contract is awarded, parties that intend to submit, or have submitted, a proposal are prohibited from communicating with any employees, officials, or representatives of the Court regarding this RFP or the underlying transaction, except the designated contact.

4.0. Scope of Work

4.1 **System Description.** The Court desires to replace its current audio/visual system. The new system will include multiple points of control in the courtroom as well as an adjacent a/v control room. The system will include all hardware and software, wiring, and any other items needed to make this a working system

meeting the current and reasonably expected future needs of the Court with a turn-key installation.

The fully integrated audio and visual system must be capable of a/v local presentation and recording, integrating accessibility options such as captioning and hearing loop, as well as local (i.e., on premises in separate rooms) and remote live streaming capabilities. This will be accomplished by installing and properly calibrating a multi-element microphone array, including at least eight stationary microphones and two portable desktop microphones for the courtroom, and a multiple camera system capable of visual capture of multiple areas.

The audio component of the system must be engineered to capture the speech of all court participants clearly and accurately, minimizing feedback and ensuring consistent performance regardless of the participant's distance from the microphone. The system should offer the flexibility to auto-mix audio inputs into a unified output or route each zone's audio separately, allowing for independent management for each source.

The video component of the system must be designed to provide comprehensive coverage of the courtroom, with the capability to capture a full, unobstructed view of the entire bench, including all participating judges. In addition to the wide-angle bench shot, the system should enable the isolation and individual capture of each judge's position, ensuring clear, focused video of each judge. Furthermore, the system must be equipped to capture high-definition video of the attorney or parties arguing before the court, ensuring clarity and visibility of their presentation. The solution should include advanced camera tracking and framing capabilities to ensure that all participants are clearly visible throughout the proceedings and seamlessly integrate with the audio component for synchronized output.

Additionally, the Court intends to replace the existing speaker light/timer system in the courtroom. The new system must include a time control interface positioned at the Clerk's desk, a flush-mounted digital time signal light and clock on the podium, and a visible audience signal light and clock positioned in clear view of the bench. This system should provide clear, easily visible time indicators for all courtroom participants.

- 4.2 **Requirements for Installation.** All items and materials must be brand new and free from defect. No used or B stock items may be used. Damaged products and materials should not be accepted nor installed. All products and materials should be stored in climate controlled indoor storage near the point of installation, and protective packaging must be retained until installed.

Prior to installation, the vendor must determine with the Court and the Heflin-Torbert Judicial Building staff that the location of all system components is in owner-approved areas and are viable for a working installation.

The vendor must obtain required field measurements and indicate performance setups, ceiling construction, wall construction, ventilation features, electrical systems, networks, and potential obstacles on shop drawings.

The vendor is responsible for ensuring that all components are installed in a dust-free environment. The vendor must also clean up equipment and debris at the end of each workday. Additionally, the vendor is to ensure that no woodwork, carpet, or architectural details of the courtroom are damaged during installation.

The vendor will install, calibrate, and tune the system to preset environments determined by the customer. All wires and cables must be wire-labeled with self-laminating labeling at both ends and correctly correspond to the as-built drawings provided at the end of the project. The vendor shall provide the corrected as-built drawings of the system in printed and electronic form (PDF on a USB flash drive) within 10 days of completion of the project.

4.3 Work Schedule and Access. All installation, configuration, and maintenance work for the system must be performed during normal operating hours of the Heflin-Torbert Judicial Building, which are typically Monday through Friday, 8:00 a.m. to 5:00 p.m. The building is open to the public during these hours, and all work must be conducted in a manner to minimize disruption to the building's normal operations. Any exceptions to these hours must be approved in advanced by the building manager and the Marshal of the Supreme Court of Alabama. The vendor is responsible for coordinating access and ensuring work is completed efficiently within the specified hours.

5.0 Proposal Requirements.

5.1 Content and Format. All proposals must contain the following information:

- **Equipment List.** A list of specified equipment and additional equipment or materials needed for the complete system. The list should include item numbers, name of manufacturer, model number, description or nomenclature, and quantity to be furnished.
- **Product Data.** Product data, with an index, with brochures and/or catalog and/or catalog cuts for all items of equipment and hardware in a PDF format. Each component must be clearly identified.
- **Specialty Fabricated Items.** A description of any items that will be specially fabricated by the vendor or the vendor's subcontractor.

- Shop Drawings. Submit shop drawings showing the items and systems and how the components will be assembled, interconnected, function together, and how they will be installed on the project.
- Operation and Maintenance Data.
- Warranty. Duration and scope of standard installation warranty as well as any manufacturers' warranties.
- Vendor Qualifications. Qualifications of respondent as well as any subcontracts the respondent anticipate engaging on the project should they become the vendor.
- Cost. The proposal must provide a detailed itemization of costs, including individual pricing for materials, hardware, and software by component. This should include a subtotal for each component, as well as the associated labor costs for the installation and configuration of each respective component. Any optional equipment or components should be clearly identified and listed separately, with subtotals for materials and labor. Additionally, the proposal must include a comprehensive total cost, reflect the cost for both equipment and labor. If there is a cost associated with continued maintenance, that too should be included in the total.

5.2 **Submission Guidelines.** Respondents are required to submit one printed copy of their proposal as well as one electronic copy of their proposal on a USB flash drive, enclosed in a sealed envelope, to the Clerk of the Court no later than 4:00 p.m., on March 28, 2025. The proposal may be submitted in person or mailed to or delivered by third-party commercial carrier to the following address:

Scott Mitchell
 Clerk of Court
 Alabama Court of Criminal Appeals
 300 Dexter Avenue
 Montgomery, Alabama 36104.

Note: It is the sole responsibility of each respondent to ensure their proposal is submitted on time. Proposals received after the specified deadline will not be considered. Additionally, proposals submitted via fax or email will not be accepted.

Vendors must retain a copy of their proposal for their own records.

5.3 **State's Vendor Registry.** All Vendors must be registered with the Alabama Department of Finance, Division of Purchasing, in order to enter into any Contract with the Court. The RFP is being posted on the Court's website and the website of the Alabama Department of Finance. If not currently registered

with the Alabama Department of Finance, vendors may register at the following Web address: <https://procurement.staars.alabama.gov>.

- 5.4 **Exception to Terms and Conditions.** Respondents may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their proposal concerning the contract terms and conditions. However, the Court is not obligated to accept any changes to the published terms and conditions of the solicitation.
- 5.5 **Cost of Proposal Preparation.** All costs associated with the development and submission of proposals, as well as any activities conducted prior to the award of the contract, are the sole responsibility of the respondent. The Court will not provide reimbursement for any costs incurred during the proposal process.
- 5.6 **Disposition of Proposals.** All proposals submitted in response to this RFP become the property of the Court. The successful proposal may be incorporated into the resulting contract by reference.

6.0 Compliance.

- 6.1 **Legal Compliance.** If selected as the vendor, the respondent shall comply with all federal and state laws and regulations in performance of its duties under the terms and conditions of the contract. This includes, but is not limited to, Equal Employment Opportunity laws and the Americans with Disabilities Act.
- 6.2 **Disclosure Statement.** Article 3B of Chapter 16 of Title 41, Code of Alabama 1975, requires each respondent to complete a disclosure statement to be submitted with the proposal. The Disclosure Statement form may be found at [this link](#).
- 6.3 **Immigration.** Pursuant to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, the vendor must affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. A vendor found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages result thereof. As such, each respondent must complete and submit with its proposal a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protect Act (Act 2011-535, as amended by Act 2012-491). The Certificate of Compliance may be found at [this link](#).
- 6.4 **Anti-Boycott Certification.** In compliance with Act No. 2016-312, Ala. Acts 2016, the vendor must certify that it is not currently engaged in, and will not

engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. Additionally, pursuant to Act No 2023-409, Ala. Act 2023, the vendor will have to provide written verification that the vendor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts, as the term "economic boycott" is defined in Section 1 of the Act.

- 6.5 **Certification of Compliance with State and Local Tax Requirements.** Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557, Ala. Acts 2006) provides that every proposal submitted and contract executed shall contain a certification that the vendor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales and use tax, simplified sellers use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting a proposal, the respondent is hereby certifying that they are in full compliance with Section 41-4-142, that they are not barred from bidding or entering into a contract as a result, and that they acknowledge that the awarding authority may declare the contract void if the certification is false.
- 6.6 **Disbarment or Suspension.** Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If the vendor cannot certify this statement, the vendor must attach a written explanation for review by the Court.

7.0 Vendor Responsibilities

- 7.1 **Warranty and Maintenance.** The vendor and/or manufacturer shall provide a written warranty for all materials, components, parts, and workmanship. At a minimum, the warranty shall include the manufacturer's intent to repair or replace components of the system that fail in materials or workmanship within one year from date of substantial completion. Repair or replacement shall occur within 30 days following report of such defects or failure by the Owner. Any advanced replacement warranty features offered by the manufacturer(s) shall be honored by the vendor with no extra cost to the owner for the entire period of the advanced replacement warranty provided by the manufacturer.
- 7.2 **Accessories.** Vendor must include all hardware, software, and any parts/pieces and or software necessary for a complete and fully functional system. It is the vendor's responsibility to make sure any items not specifically listed in this specification but necessary for a working installation be included

at no extra cost (Included in bid price) to the Court. It is assumed that the vendor is regularly engaged in the design and integration of these types of systems and should know what might not be specifically listed in this specification but is necessary for a complete and fully functional system.

7.3 **Installation.** The vendor shall be responsible for the following tasks during the installation of the audio/visual system:

- **Installation and Calibration:** The vendor shall install, calibrate, and fine-tune the system to meet the operational specifications and environmental parameters as determined by the Court.
- **Pre-Wired Components:** All system components shall be pre-manufactured and pre-wired where applicable to ensure efficiency during installation.
- **System Calibration:** The vendor shall ensure that the system is fully calibrated for optimal performance, confirming all equipment functions in accordance with the design specifications.
- **Acceptance Testing:** Acceptance testing shall be conducted within a time frame mutually agreed upon by both the vendor and the Court. The vendor is required to ensure the system operates per the specifications and is ready for final approval.
- **Cabling Requirements:** All cables used shall be plenum-rated unless otherwise specified in the project documentation.
- **Cable Labeling:** All wires and cables shall be properly labeled using self-laminating labels at both ends. The labels must clearly correspond with the as-built drawings that will be provided at the conclusion of the project.
- **As-Built Documentation:** Upon project completion, the vendor must provide updated, marked-up as-built drawings.

7.4 **Electrical Work.** Electrical (High Voltage) work needed must be performed by others. Any electrical needs must be referred to the Court as soon as possible in the process of the project to meet final deadlines.

7.5 **Quality of Workmanship.**

7.5.1 **Compliance with Codes and Standards:** The installation process must adhere to all relevant local, state, and national building codes, as well as any applicable regulations, throughout the duration of the project.

7.5.2 **Industry Best Practices:** The vendor shall conform to all state and local ordinances and regulations. If any conflict occurs between government adopted code rules and this specification, the codes shall govern. All work must be performed and materials and equipment

provided in accordance with the latest referenced codes and standards of the following organizations: American National Standards Institute (ANSI), National Electrical Code (NEC), National Fire Protection Association (NFPA), and Underwriter's Laboratories (UL). Compliance with codes adopted by state and local ordinance as well as the aforementioned standards shall ensure the highest quality of work and system performance.

7.5.3 **Job Site Maintenance:** The work site must be kept orderly and clean at the end of each workday. No tools, materials, or equipment shall be left unsecured or unattended overnight. The Court will not be held responsible for any lost, stolen, or damaged tools or equipment belonging to the vendor.

7.5.4 **Professional Conduct and Attire:** All personnel representing the vendor must maintain professional conduct and appropriate attire while on the owner's premises. This includes adhering to behavior standards that reflect positively on the vendor and the project.

7.5.5 **Identification Requirements:** All vendor personnel must wear company-branded attire (company shirts are required; T-shirts are acceptable for technicians) at all times to ensure clear identification by any owner representatives on-site.

7.5.6 **Noise Control and Scheduling:** If the installation work requires a level of noise that may disrupt the owner's operations, the vendor is required to notify the owner in advance. The vendor must coordinate with the owner to schedule such work at a time that will minimize disruption to the owner's activities, as determined by the owner's discretion.

7.6 **Demonstration and Training.**

7.6.1 **Training for Court Personnel:** The vendor shall provide training to the Court's personnel on the operation, maintenance, and basic troubleshooting of the audio/visual system. A minimum of one (1) hour must be dedicated to this initial training session. Additionally, a follow-up "refresher" training session, lasting at least one (1) hour, must be included in the bid price and conducted on-site.

7.6.2 **Turnover of Documentation and Equipment:** The vendor shall provide the Court with all relevant manuals, binders, handheld remotes, accessories, and printed Quick Reference Guides (QRGs). In addition, a digital copy of the QRGs (on a USB flash drive) must be supplied. A detailed delivery ticket listing all materials and items

transferred to the Court must be signed by both the vendor's and the Court's representative. A copy of the signed ticket shall be retained by the Court.

7.6.3 **System Health Check Prior to Warranty Expiration:** Three (3) months prior to the expiration of the warranty period, the vendor shall schedule an on-site visit to assess the condition and functionality of the system. The vendor will verify that all components are operating correctly and report any necessary maintenance or issues that may require attention.

7.7 **Examination for Specification Compliance.** The installed system will be verified by the Court or the Court's administration for compliance with the specifications of this RFP. Any deviance from these specifications will be immediately corrected, at the discretion of the Court, with no additional cost to the Court.

7.8 **Completion of Installation and Warranty Period.** The warranty period will not begin until the Court has signed off on the project by verifying that all equipment is installed and in working order and that all expected features and abilities of the system have been verified to be working by the Court. Once this is established, the Court will sign a certificate of completion provided by the vendor. This certificate will show, in writing, that all warranties begin on the date of the certificate and a copy of the certificate will be retained by the vendor in their records. The certificate of completion will also list all service contact information including telephone numbers for the vendor's service department or service technicians. After hours contact information will be listed as well.

7.9 **Close-Out Documentation.** The vendor will provide the following documents within 10 days of completion of the project to the owner in printed and PDF (on a USB flash drive) form:

- Certificate of Completion photocopied after signature.
- Printed As-Built Drawings in Arch D format.
- A Quick Reference Guide (QRG) of the control system interface with annotated pictures showing how to operate the system.
- All manuals for all major system components.

8.0 Proposal Evaluation

8.1 **Vendor Qualifications.** After the receipt and opening of a proposal, the Court reserves the right to request written proof of a respondent's qualifications, including, but not limited to, manufacturer's reseller authorization, professional licenses, certificates of insurance, etc.

- 8.2 **Pricing.** The Court reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.
- 8.3 **Nonresponsive Proposals.** Any proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any respondent.
- 8.4 **Rejection of Proposals.** The Court reserves the right to reject any and all proposals and cancel this RFP if, in its sole discretion, it deems such action to be in its best interest.
- 8.5 **Method of Award.** Awards will be made in the best interest of the Court. Upon review of the vendor's business qualifications, the cost of the resulting contract, project approach and plan, system functionality, implementation and training, technical support, warranty, and maintenance, the Court will select the vendor whose proposal best meets the needs and interest of the Court to enter into contract negotiations with the possibility of award. Upon award of, or the announcement of the decision to award, a contract, the Court will inform the selected vendor in writing.

9.0 **Contract Terms and Conditions**

- 9.1 **Final Terms of Engagement.** Issuance of this RFP in no way constitutes a commitment by the Court to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Court as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the Court so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the Court are prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.
- 9.2 **Product Delivery, Receipt, and Acceptance.** In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the

Court shall have the right to inspect all products before accepting. The Court will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the Court. The Court will accept products only after satisfactory inspection.

- 9.3 **Legislative Contract Review Committee.** Personal and professional services contracts with the Court may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process. The vendor is placed on notice that submission of the contract to and review by the Committee may delay consummation of the contract.
- 9.4 **Click Wrap.** The Court acknowledges that additional terms between the vendor and the Court or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the Court. If the purchase or use of the supplies or services provided utilizes a computer interface, no Court end user shall be deemed to have agreed to any clause by virtue of it appearing in an “I agree” click box or other comparable mechanism (“click-wrap” or “browse-wrap”); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the Court. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the Court to such clause. Any clause which requires the Court to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.
- 9.5 **Taxes.** The vendor will be responsible for the payment of any and all applicable county, municipal, State, and Federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized. However, pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from the payment of sales and use tax. An exemption letter will be furnished upon request.
- 9.6 **Assignment.** Any contract which results from this RFP shall not be assignable by vendor without written consent of the Court. Any assignment or other transfer in violation of this provision will be null and void.

- 9.7 **Severability.** In the event any provision of this RFP or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.
- 9.8 **Conflict of Law.** If any provision of this RFP and any subsequent awarded contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.
- 9.9 **Waiver.** The failure of the Court to require performance of any provisions of this RFP or resulting contract shall not affect the Court's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.
- 9.10 **No Indemnification.** Vendor acknowledges and agrees that, under the terms of this RFP and agreements relating to purchases or leases resulting therefrom, the Court is prohibited from indemnifying the vendor. The Court does not agree to and will not indemnify the vendor for any reason. The Court does not release or waive, expressly or implied, the Court's right to assert sovereign immunity or any other affirmative defense right it may have under law. The Court shall control the defense and settlement of any legal proceeding on behalf of the Court, including the selection of attorneys.
- 9.11 **Cancellation.** A contract for supplies may be canceled by the Court, for justifiable cause, by giving the vendor thirty (30) days written notice. A vendor may request cancellation, and the Court may grant the request, in its sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. Contracts for services may be cancelled for justifiable cause by the Court by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a contract must be addressed to the Court.
- 9.12 **Choice of Law; Venue.** This RFP and any contract resulting thereof shall be governed by laws of the State of Alabama and the sole venue for dispute resolution and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.
- 9.11 **Dispute Resolution.** In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases

resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, vendor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

- 9.12 **Not a Debt to the State.** The terms and commitments contained in the RFP, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.
- 9.13 **Proration.** Any provision of this RFP or any contract resulting thereof to the contrary notwithstanding, in the event of the failure of the Court to make payment hereunder as a result of proration of appropriated funds for the State having been declared by the Governor pursuant to §41-4-90 et seq., Code of Alabama (1975), the Court will have the option, in addition to the other remedies of the contract, of renegotiating the contract as to payment terms or amounts, or of terminating the contract with sixty (60) days written notice by the Court to the vendor.
- 9.14 **Non-appropriation.** The parties acknowledge and agree that the Court shall have the option to terminate the contract at the end of any fiscal year of the State of Alabama in the event the State fails to appropriate funds to make payments under the contract for the ensuing fiscal year.