



Request for Proposal

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

SOLICITATION NUMBER: ADSP012-00001143

DESCRIPTION: The State of Arizona invites sealed proposals from qualified firms or individuals for a broadband project consultant to provide technical assistance to eligible grant recipients statewide.

PRE-OFFER CONFERENCE: A prospective offerors conference will be held on October 4, 2011 at 2:00 p.m. MST located at the Arizona Department of Administration, 100 N. 15th Avenue, Room 204 (2nd floor), Phoenix AZ 85007. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the state's position. Attendance is not mandatory but highly encouraged.

DUE DATE AND TIME: Offers shall be received until 3:00 p.m. MST, October 18, 2011.

SUBMITTALS: Sealed offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). The due date and time are indicated in ProcureAZ as the Bid Opening Date. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside of ProcureAZ, or those that are received after the due date and time, shall be rejected.

Bidders shall copy and save ProcureAZ attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately renamed Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the attachments.

Additional information regarding submittal instructions are located within this document in the following sections: Special Instructions to Offerors and Uniform Instructions to Offerors.

QUESTIONS: Inquiries regarding the solicitation are encouraged to be submitted online through ProcureAZ using the Q&A tab.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



Offer and Acceptance

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
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Description: Broadband Technical Assistance Project Consultant

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, statement of work requirements, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

_____ day of _____ 20____

Procurement Officer



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Special Instructions to Offerors

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1 DEFINITIONS

- 1.1. **ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- 1.1.1. *"Allow Electronic Quote"* means an indicator, signifying whether or not offers may be submitted in ProcureAZ.
- 1.1.2. *"Alternate Id"* means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.
- 1.1.3. *"Amendments"* means solicitation amendments.
- 1.1.4. *"Attachments"* means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.
- 1.1.5. *"Available Date"* means a data field, in which may contain the date that the solicitation was published.
- 1.1.6. *"Bid"*, depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.
- 1.1.7. *"Bid Method"* means the type of solicitation process being conducted.
- 1.1.8. *"Bid Number"* means the solicitation's identification number.
- 1.1.9. *"Bid Opening Date"* means the date and time that offers are due.
- 1.1.10. *"Bid Solicitation"* means solicitation.
- 1.1.11. *"Bid Type"* means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).
- 1.1.12. *"Bill-to Address"* means the department address where invoices occurring under any resulting contract may be billed.
- 1.1.13. *"Bulletin Description"* means a data field, in which may contain additional information regarding the scope of the solicitation.
- 1.1.14. *"Buyer"* means procurement officer.
- 1.1.15. *"Department"* means the customer for whom the solicitation is being done.
- 1.1.16. *"Description"* means the solicitation's title.
- 1.1.17. *"Fiscal Year"* means the State Fiscal Year in which the solicitation was initiated.
- 1.1.18. *"Header Information"* means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.
- 1.1.19. *"Info Contact"* means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.
- 1.1.20. *"Item information"* means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.
- 1.1.21. *"Location"* means the specific customer, within the department, for whom the solicitation is being done.



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- 1.1.22. *"Organization"* means the state agency under whose authority the solicitation is being conducted.
- 1.1.23. *"Pre Bid Conference"* means pre-offer conference.
- 1.1.24. *"Print Format"* means the format of the solicitation's print output.
- 1.1.25. *"Purchase Method"* means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.
- 1.1.26. *"Quote"* means offer.
- 1.1.27. *"Required Date"* means a data field, in which may contain the date that the materials, services or construction are needed by the State.
- 1.1.28. *"Ship-to Address"* means the department address where materials, services or construction purchased under any resulting contract may be billed.
- 1.1.29. *"Type Code"* means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.1.30. *"Purchaser"* means procurement officer.

2 PRE-OFFER CONFERENCE

- 2.1. A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). Attendance is not required but is highly recommended.
- 2.2. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.
- 2.3. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter or receiving this document in an alternative format, by contacting the Procurement Officer of Record for this solicitation. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

3 INQUIRIES

- 3.1. All questions related to this Request for Proposal are encouraged to be submitted through ProcureAZ using the Q&A tab. Any other contact shall be directed to Bambi Brenden at bambi.brenden@azdoa.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 3.2. Offerors may not contact the employees of the using Agency concerning this procurement while the proposal and evaluation are in process.

4 PREPARATION / SUBMISSION OF OFFER

- 4.1. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form (Page 1 of this solicitation).

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically with the submitted bid no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the offer.



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- 4.2. Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 4.3. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be clearly identified within the proposal as confidential wherever it appears. The Offeror shall complete **Response Form VII**, listing all information believed to be confidential and the location within the offer. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616.
- 4.4. Offer Forms. Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form Instructions may result in rejection of Offer.
- Offer and Acceptance Form
 - Response Form I - Complete Pricing to be submitted in ProcureAZ
 - Response Form II - Offeror's Key Personnel
 - Response Form III - Offeror's References
 - Response Form IV - Offeror's Proposed Subcontractors
 - Response Form V - Questionnaire
 - Response Form VI - Acknowledgement of Terms and Conditions
 - Response Form VII - Confidential Information Request
- 4.5. Price Submission.
- 4.5.1. Offerors are to submit their pricing in ProcureAZ. The Offeror shall complete Response Form I and submit electronically with the offer no later than the offer due date and time. The value of \$1.00 must be entered in the Line Item unit price field to ensure the offer is accepted by the system.
- 4.6. Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 4.7. Acceptable Formats. All documents submitted in response to this solicitation shall be electronically submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 4.8. ProcureAZ. Offers in response to this solicitation shall be submitted within the State's online eProcurement system, ProcureAZ (<https://procure.az.gov>). Offers shall be received before the due date and time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside the ProcureAZ system, or those that are received after the due date and time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600) prior to the solicitation due date and time.

5 EVALUATION

- 5.1. In accordance with the Arizona Procurement code § 41-2534, Competitive Sealed Proposals, award(s) shall be made to the responsible offeror(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation factors listed below. The evaluation factors are listed in their relative order of importance.
- Capacity of Offeror
 - Method of Approach
 - Cost
 - Conformance to Terms and Conditions



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- 5.2. Opening. Offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 5.3. Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 5.4. Discussions. As provided by A.A.C. R2-7-C314, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for Final Proposal Revision. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 5.5. Responsibility, Responsiveness and Acceptability.
- 5.5.1. In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 5.5.2. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- 5.6. Exceptions. Offerors shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation by completing Response Form VI.
- 5.7. Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

6. AWARD

- 6.1. Contract Award. The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchange with Offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.
- 6.2. Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's



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Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

- 6.3. Contract Implementation Meetings: Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.



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1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Offer"* means bid, proposal or quotation.
- 1.8. *"Offeror"* means a vendor who responds to a Solicitation.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 1.12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.



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- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



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3.9. Provision of Tax Identification Numbers.

3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.9.2. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

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

3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Offerors;

3.12.8 Uniform Instructions to Offerors; and

3.12.9 Other documents referenced or included in the Solicitation.

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

3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.



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- 3.15. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer

- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.



Uniform Instructions to Offerors

State of Arizona
State Procurement Office
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5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

- 5.7.1 Waive any minor informality;
- 5.7.2. Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.

6. Award

- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1. The name, address and telephone number of the protester;
- 7.2. The signature of the protester or its representative;
- 7.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5. The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Statement of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

1. INTRODUCTION

1.1 Introduction and Background

1.1.1 In 2010, the State of Arizona was awarded a four year grant to do Broadband Mapping and Planning. The “designated entity”, Government Information Technology Agency (GITA), is now known as the Arizona Strategic Enterprise Technology (ASET) Office of the Arizona Department of Administration (ADOA). As part of the Grant Award, a project called “Technical Assistance” was funded which included the use of a Consultant identified as a facilitator and management entity “to work with GITA [now ASET] to support pass-through funding processes to local communities for Technical Assistance ...”, as local planning teams pursue more robust broadband communications availability and adoption in their respective communities, areas or regions of the State. The new NTIA name for this program is State Broadband Initiative (SBI – see <http://www2.ntia.doc.gov/SBDD>). The former name for the Federal NTIA program was the State Broadband Data Development Program (SBDD – see <http://www.broadbandmap.gov/about>). The State is seeking a third party, non-profit or for-profit Contractor to fill this grant role (NTIA SBDD 04-05-M09045) over the approximate 3 years remaining of the grant period.

1.1.2. In its capacity unrelated to the specifics of the RFP, per the grant agreement, the Contractor is also to be engaged in:

1.1.2.1. Implementing state plans that support broadband and IT growth and adoption, including: support for strategic planning based on gap analysis of availability, adoption and the existing capacity and underserved community of local support organizations, and gathering state and local benchmark data to determine program success over time.

1.1.2.2. Convening statewide or regional events intended to disseminate technical information about broadband availability data collection and the results of research conducted, and to further improve understanding of and opportunities to enhance broadband within a state.

1.1.2.3. Supporting intra-governmental activities across the state with the objectives of streamlining right-of-way processes, permitting processes, coordinating local government broadband access and adoption efforts, and support of sector-specific (education, health) coordination efforts.

2. STATEMENT OF WORK

2.1. Scope and Objectives of Contract

2.1.1. The Contractor will fulfill responsibilities identified below which generally provide for the development of local, short and long-term project contracts on behalf of local government or local and regional economic development organizations. The Contractor will provide project management for individual contract allocations and for overall Technical Assistance grant activity and will report to the ADOA/ASET Broadband Management Team regarding status of such projects.

2.2. Objectives

2.2.1. Manage a process where broadband related technical assistance can be facilitated and rendered expeditiously to areas and communities with broadband deficits (infrastructure deficits, broadband availability deficits and broadband adoption deficits) and where improving broadband capabilities will also improve an area's economic development prospects and the quality of life for citizens of Arizona.

2.2.1.1. Aid in the development of technical assistance contracts -- approximately twelve of short term duration (not greater than 30 days) and approximately three of long term duration (greater than 30 days, but less than 90 days) per year. Such technical assistance contracts are for grant “eligible recipient” entities (local government or local and regional economic development organizations).

2.2.1.2. Provide project management assistance and report to the ADOA/ASET regarding status of such projects.

2.2.2. Assist other Broadband organizations in furtherance of their goals in accordance with the Scope of Work identified in the NTIA grant award for Arizona.



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- 2.2.3. No contract funding can be allocated or paid for work beyond December 21, 2014, the Grant closing date between ASET and the US Department of Commerce, NTIA. The Arizona Strategic Enterprise Technology Office was granted a total amount of \$328,000 for the State Broadband Data and Development Program, however, not all of the grant amount is available for this portion of the program. In accordance with the grant, professional/administrative fees shall not exceed 18% of the available funds during the life of the intended contract.

3. STATE RESPONSIBILITIES

- 3.1. The Arizona Department of Administration ASET Broadband Group has final authority over the use and application of all grant funds and will manage the disposition of funds per all grant requirements and applicable laws of the State of Arizona.
- 3.2. ASET Broadband Group responsibilities include:
- 3.2.1. Identify where Contractor assistance is necessary and/or desirable.
 - 3.2.2. Develop overall project plans, which include scope, budget, personnel requirements, and timelines for projects. Establish controls and reporting process for transparent management of the deliverables.
 - 3.2.3. Define the business needs/requirements in measurable deliverables.
 - 3.2.4. Assist eligible grant recipients separately, as needed, especially regarding data associated with current broadband /telecom infrastructure, and provide coordination with other Grant based support such as "Local Planning" grant funding, and technical assistance via other Technical Assistance grant funding streams (Community College assistance, etc.).
 - 3.2.5. Finalize requirements by working with Contractor to document the gaps from the business needs and current architecture and provide recommendations to the Arizona Broadband Development Council (ABDC) regarding prospective and actual results of contract engagements.
 - 3.2.6. Work with Contractor to define and document the quality assurance roles, responsibilities, and measurable processes for on-going management of each new contract.

4. EXCLUDED PRODUCTS AND SERVICES

- 4.1. SBI Grant funding does not allow for the direct purchase of hardware, peripherals or other equipment, for software purchases, for the purchase of real property, or for direct purchase of infrastructure via one-time or recurring financing.

5. REQUIREMENTS, MAJOR ACTIVITIES AND DELIVERABLES

5.1. Requirements

- 5.1.1. Contractor can be a non-profit or for-profit entity.
- 5.1.2. Contractor will comply with ASET's grant "Technical Assistance" requirements for outreach to eligible rural political subdivisions and economic development organizations. This includes IGA-based and other contract-based requirements, terms and conditions, created specifically to facilitate ASET's utilization of grant funds.

5.2. Major Activities

- 5.2.1. Design and develop contracting templates and processes to quickly engage skilled individuals or contractor companies to perform short and long term projects approved by ASET for use by regional broadband non-governmental organizations (including Tribal authorized organizations) and by regional or local Arizona political subdivisions (counties, cities, towns, school districts, etc.).
- 5.2.2. Identify and maintain a cadre of contractors (individuals or companies) having appropriate expertise and skills to provide statewide technical assistance in multiple disciplines related to Broadband availability and adoption, and are available to work under contract with rural political entities or non-governmental organizations (NGO) eligible to



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receive SBI grant Technical Assistance funds. Such skills sets and services opportunities include, but are not limited to:

5.2.2.1. Broadband grant application writing. Assist local eligible entities to compete for broadband grant opportunities issued by the Federal Government; by various philanthropic organizations such as Kellogg Foundation, Knight Foundation, Gates Foundation; and by institutions of higher learning.

5.2.2.2. Broadband network and engineering planning.

5.2.2.3. Project management for broadband infrastructure deployment.

5.2.2.4. Best practices and policies for municipal broadband, wireless infrastructure right of way, longitudinal highway right of way, etc.

5.2.2.5. Account for and report the cost of managing major activities and provide ASET invoices and accounting documentation for use by State and NTIA in their reporting processes.

5.3. Contractor Deliverables

5.3.1. Develop and provide templates and processes that will help “eligible recipients” in applying for technical assistance. Assist in creating contractual agreements with potential contractors for services, including but not limited, to types of services opportunities identified above.

5.3.2. Vet and provide availability of a cadre of potential contractors to expedite competitive quoting process leading to contractual relationships between eligible recipients and contractors.

5.3.3. Identify and vet eligible projects for which ASET might consider funding (per matching ratios required under grant rules).

5.3.4. Assist ASET “eligible recipients” in the project contractor selection process per local or State Procurement rules.

5.3.5. Provide ASET with project progress reports. Assist with oversight of projects per management processes acceptable to ASET.

5.3.6. Assist ASET and eligible recipients in determining when a project is complete and in measuring project success.



Special Terms and Conditions

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1. DEFINITIONS

- 1.1. ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- 1.1.1. "Actual Cost" means the total value of all items and their extended quantities.
- 1.1.2. "Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.
- 1.1.3. "Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.
- 1.1.4. "Buyer" means procurement officer.
- 1.1.5. "Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.
- 1.1.6. "Contact Instructions" means the contact information for the procurement officer.
- 1.1.7. "Control Code" is an optional field and means an identification characteristic of the contract.
- 1.1.8. "Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
- 1.1.9. "Department" means the customer for whom the solicitation or contract was conducted for.
- 1.1.10. "Discount %" is an optional field and means the standard discount applied to all items.
- 1.1.11. "Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.
- 1.1.12. "Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.
- 1.1.13. "Freight Terms" means how freight will be charged under the contract.
- 1.1.14. "Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.
- 1.1.15. "Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.
- 1.1.16. "Location" means the specific customer, within the department, for whom the solicitation or contract was done.
- 1.1.17. "Master Blanket/Contract Begin Date" means the date that the contract starts.
- 1.1.18. "Master Blanket/Contract End Date" means the date that the contract ends.
- 1.1.19. "Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.
- 1.1.20. "Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.



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- 1.1.21. "Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.
- 1.1.22. "Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.
- 1.1.23. "Organization" means the state agency under whose authority the solicitation or contract was conducted.
- 1.1.24. "Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.
- 1.1.25. "Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.
- 1.1.26. "PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.
- 1.1.27. "PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.
- 1.1.28. "Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.
- 1.1.29. "Print Format" means the format of the solicitation or contract print output.
- 1.1.30. "Project No." is an optional field and means an identification characteristic of the contract.
- 1.1.31. "Purchase Order" means contract.
- 1.1.32. "Purchase Order Number" means the contract's identification number.
- 1.1.33. "Purchaser" means procurement officer.
- 1.1.34. "Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.
- 1.1.35. "Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.
- 1.1.36. "Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.
- 1.1.37. "Retainage %" is an optional field and means the amount of the contract's value that is retained.
- 1.1.38. "Shipping Method" means the method of shipping to be used under the contract.
- 1.1.39. "Shipping Terms" means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.
- 1.1.40. "Short Description" means the contract' title.
- 1.1.41. "Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.
- 1.1.42. "Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.
- 1.1.43. "Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.1.44. "Vendor" means Contractor.



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2. Contract.

- 2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 2.2 Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3. Contract Type: The contract shall be firm fixed price.

4. Term of Contract (Sole Option). The term of the contract shall commence upon award and shall remain in effect for the period of the grant unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract in accordance with any extensions the State receives from the grant. In the event that the State exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original contract shall apply unless otherwise allowed.

5. Eligible Agencies. This contract shall be for the exclusive use of the Arizona Department of Administration, Arizona Strategic Enterprise Technology (ASET) Office.

6. Appropriation of Funds. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Licenses: The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

8. Key Personnel. It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed without the prior written notice to the State Procurement Office and must be adequately replaced at the time of such removal.

9. Suspension or Debarment Certification. By signing the offer section of the Offer and Acceptance page, the bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

10. IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

11. Billing. An itemized invoice shall be submitted upon the completion of each deliverable accepted by the Customer as defined in Response Form I.



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12. Taxes.

- 12.1. Applicable Taxes: The State will pay only the rate and/or amount of taxes identified in the offer and in any resulting contract.
- 12.2. Tax Indemnification: Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the state harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 12.3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current I.R.S. W9 Form on file with the State of Arizona, Department of Administration, General Accounting Office.

13. **Confidentiality (End-users).** The contractor shall keep confidential all information concerning individual end-users. The contractor shall keep confidential all information concerning individual end-users. Contractor shall not, under any conditions, resell, transfer or convey information about end-users to any third party. Contractor shall not retain or reuse information about the end-users in their own operations.

14. **Other Contracts.** The agency may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such other contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. The agency shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

15. **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

16. **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.



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A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Damage (Any one fire)	\$ 500,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

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

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.



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Phoenix, AZ 85007

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b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **(Arizona Department of Administration, State Procurement Office located at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Administration, State Procurement Office located at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.



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- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or



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4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 6.4.2. Force Majeure shall not include the following occurrences:
 - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in



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accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination.

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and



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minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Response Form I

State of Arizona
State Procurement Office
 100 N 15th Ave., Suite 201
 Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

PRICE SUBMISSION INSTRUCTIONS

Pricing shall be submitted electronically on ProcureAZ as part of the offer submission. The Offeror shall complete this form and submit electronically with the offer. The value of \$1.00 must be entered in the Line Item unit price field to ensure the offer is accepted by the system. Offeror's Unit Price shall be all inclusive.

Category 1: Firm-Fixed Rate

Item No.	Deliverable	Unit Of Measure	Unit Price
1	a. Develop and provide templates and processes that will help "eligible recipients" in applying for technical assistance. b. Assist in creating contractual agreements with potential contractors for services, including but not limited, to types of services opportunities identified above. c. Vet and provide availability of a cadre of potential contractors to expedite competitive quoting process leading to contractual relationships between eligible recipients and contractors. d. Identify and vet eligible projects ASET might consider to fund (per matching ratios required under grant rules).	LS	\$

Category 2: Firm-Fixed Lump Sum Amount Per Project

			Short Term 30 Days or Less	Long Term 31 - 90 Days
Item No.	Deliverable	Unit Of Measure	Unit Price	Unit Price
1	Assist ASET "eligible recipients" in the project contractor selection process per local or State Procurement rules.	LS	\$	\$
2	Provide ASET with project progress reports. Assist with oversight of projects per management processes acceptable to ASET.	LS	\$	\$
3	Assist ASET and "eligible recipients" in determining when a project is complete and in measuring project success.	LS	\$	\$

Category 3: Percent of Contract Per Project

			Short Term 30 Days or Less	Long Term 31 - 90 Days
Item No.	Deliverable	Unit Of Measure		
1	Assist ASET "eligible recipients" in the project contractor selection process per local or State Procurement rules.	LS	%	%
2	Provide ASET with project progress reports. Assist with oversight of projects per management processes acceptable to ASET.	LS	%	%
3	Assist ASET and "eligible recipients" in determining when a project is complete and in measuring project success.	LS	%	%



Response Form I

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

Category 4: Optional Pricing - Other Services (Identify additional services that can be provided)

Item No.	Deliverable	Unit Of Measure	Unit Price
1			
2			
3			
4			
5			



Response Form II

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Position	Employee Name
Current Information	
Position Currently Held in Firm:	
Years With Firm:	
Years in Current Position:	
Years Experience in Role Under This Contract:	
Percentage of Employee's Time Dedicated to This Contract:	%

Related Experience		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

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Response Form III

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

OFFEROR'S REFERENCES

Offeror shall submit a separate Response Form III for a minimum of three (3) verifiable professional references to which the Offeror provided services similar in scope to those described in this solicitation.

Reference Information

Organization Name:			
Address:			
	Street Address		
	City, State, Zip Code		
Contact Information:	() -		
	Contact Name	Phone Number	
	Contact Email Address		

Description of Services Provided

Services Begin Date:	Services End Date:
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Description of Services Provided: (Include similar services performed as those described in Solicitation, and overall quality of job performance)



Response Form IV

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

OFFEROR'S PROPOSED SUBCONSULTANT(S)

The Offeror shall indicate all subconsultants that the Offeror will use to perform any portion of this solicitation's Statement of Work.

- If the Offeror will not subcontract any portion of this solicitation's Statement of Work and will be performing this solicitation's Statement of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subconsultants will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subconsultants.

☐ **NO**, The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

☐ **YES** The above Offeror will use the subconsultant(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subconsultant's name and contact information, the certifications required of them (if any), their small business status, the type of service to be provided, and the amount of time or effort (as a percent of total contract performance) that the subconsultant will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subconsultant's performance.
- The State reserves the right to request any additional information deemed necessary about any proposed subconsultants.

Authorized Signature

Date

SUBCONSULTANTS (If checked YES):

Please include all required information below or attach additional pages if necessary



Response Form V

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

QUESTIONNAIRE INSTRUCTIONS:

THE OFFEROR MUST RESPOND TO EACH ITEM IN THE FOLLOWING SECTIONS. By submitting an offer, the offeror makes a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the Scope of Work and information relevant to the designated evaluation criteria as stated in the Special Instructions. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

The offeror's response for each item shall be specific as well as relevant and in the form of a brief written narrative not to exceed 1,000 words for each area demonstrating the offeror's ability to satisfy the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The offeror should use technical language only when describing a technical process. The offeror should electronically attach files to their solicitation in Adobe Acrobat (PDF) format as responses to requests for attachments or enclosures.

1. **Capacity of Offeror.** Offerors shall provide narrative responses that describe their ability to provide all services sought under this solicitation. Within the response to this item, the narrative shall at the minimum:
 - 1.1 Describe the scope of the offeror's operations and indicate how long the offeror has been providing the services that are delineated within the Statement of Work of this solicitation. Include information that demonstrates prior ability to develop and implement a successful program as well as the history and expertise related to technology and broadband issues and relationships with rural communities and other organizations.
 - 1.2 Using **Response Form III** provide the names, addresses, contact persons and telephone numbers of at least (3) business entities or organizations for which the offeror is providing or has provided services similar to those services described in this solicitation. For each, also indicate the range of dates (month and year) during which the offeror provided those services.
 - 1.3 The offeror should provide an organization chart depicting the relationships among key personnel within the organization relevant to the services to be provided as described in this solicitation. The organization chart shall be attached to the offeror's proposal as an Adobe Acrobat (.PDF) document and entitled "Q1.3.pdf".
 - 1.4 Using **Response Form II**, for each key person that the offeror proposes provide services pursuant to a resultant contract, the offeror should provide:
 - a. The person's name and title/position.
 - b. A summary of the person's relevant experience, education and expertise.
 - c. A list of the licenses, certifications, and other professional designations the key person holds, including, where appropriate, license numbers, date ranges (month/year) held, and the identity of the issuing location/jurisdiction/organization.
 - d. A description of the role that the person will have in providing services as described in this solicitation. The information requested above shall be attached to the offeror's proposal, one page per key person, as an Adobe Acrobat (.PDF) document and entitled "Q1.4.pdf".
 - 1.5 Identify each subconsultant, using **Response Form IV**, with whom the offeror intends to utilize in conjunction with delivering goods or services under a resultant contract. For each subconsultant, provide a brief description of the services the subconsultant would provide in conjunction with a resultant contract and a synopsis detailing the subconsultants' expertise and reliability as relating to those services.
 - 1.6 If the offeror has information in addition to its responses to Questionnaire items 1–5 that reflect upon the offeror's experience, expertise or reliability, the offeror may include a response to those issues within this Questionnaire item.



Response Form V

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

2. **Method of Approach:** Please provide narrative responses that describe your organization's overall method of approach for providing the required services and deliverables as stated in this solicitation. Within the response to this item, the narrative shall at the minimum:
- 2.1 Present proposed methods of satisfying the requirements of the Statement of Work as specified herein. The offer should refer to paragraph numbers in the Statement of Work in the proposal. Define the step-by-step method for a successful program, specifically identifying in realistic terms what is to be accomplished, including: the approach, questions to be answered, the manner in which the work is to be done, a description of any items to be delivered, any potential limitations, and time schedule.
 - 2.2 Describe the measures that the offeror would maintain to ensure confidentiality of information and data pursuant to the 'Confidentiality of Records' provisions of the Special Terms and Conditions section of this solicitation. The offeror should include as part of its response the security measures that the offeror would maintain to safeguard files, documents and work received or generated pursuant to providing services under a resultant contract.
 - 2.3 Describe any marketing and/or public information initiatives your organization will use to promote your services and programs.
 - 2.4 Describe other services you may/will provide in addition to the services described in this RFP.
3. **Cost:**
- 3.1 The Offeror shall be required to complete the pricing portion of its Offer within the ProcureAZ system. When submitting an offer in ProcureAZ please make sure to put the value of \$1.00 into the provided line item under the items tab in order for your entire submittal to be captured in the system.
 - 3.2 Using **Response Form I** provide an all inclusive unit price for each deliverable. Travel and related expenses are not reimbursable. These expenses shall be reported to ASET as in-kind support for purposes of grant management and accounting requirements. Professional/administrative fees shall not exceed 18% of the available grant funds during the life of the intended contract.
 - 3.3 Regarding any taxes in any Offer's pricing, the Offeror shall reference this Solicitation's Uniform Instructions under Section 3.10, "Identification of Taxes in Offer".
4. **Conformance to Terms and Conditions:** Please complete **Response Form VI**.



Response Form VI

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Any exception not contained within this section of the Solicitation will be deemed invalid and will not be considered.

Acknowledgements:

The Offeror has read, understand, and shall comply with all Terms and Conditions and Instructions. Offerors that accept the State's Terms, Conditions and Instructions shall check **YES** to clearly indicate their acceptance. Offerors who take exception to any of the State's Terms, Conditions and Instructions shall check **NO**, and clearly indicate the exception according to the instructions below.

☐ **YES**, I acknowledge that I have read and understand all Terms, Conditions and Instructions and shall comply with all in any resultant contract.

☐ **NO**, I acknowledge that I have read and understand all Terms, Conditions and Instructions and shall comply with all in any resultant contract, with the exceptions listed below.

Authorized Signature

Date

Exceptions (If checked NO)

Offerors that take exception to any Terms, Conditions and Instructions shall justify their exception as well as propose alternate language for the State's consideration. Exceptions shall be listed below or within a separate document entitled "ADSP012-00000 Exceptions" and contain the paragraph number and name of the Clause, rationale for exception and the proposed alternate language. Additional pages may be added as long as all exceptions are submitted as one document. Any exceptions not contained and submitted on this form shall not be reviewed or contained in any resultant contract.

Please note that exceptions taken to the Scope of Work or the Requirements therein may negatively effect the State's evaluation of the Offerors proposals and may affect your evaluation score. Both the number of exceptions and the severity of the exceptions can affect your score and may result in your Offer deemed non-responsive for this solicitation.



Response Form VII

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: Broadband Technical Assistance Project Consultant

Offeror Name:

CONFIDENTIAL INFORMATION REQUEST

All Offers submitted and opened are public records and shall be open to public inspection after Contract award, except for such information within the offer deemed to be confidential by the State. If an Offeror believes that any information in its proposal should remain confidential, it shall:

- Mark the specific information within the proposal document as confidential and
- List the confidential information below including location within the proposal and a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice that may arise from disclosure such as with trade secret and proprietary information. (*Note: Pricing and information generally available to the public are not considered confidential.*)
- Any information not included within this document shall not be reviewed by the State and shall be considered public record upon award.

Upon receipt of the request the State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code and shall notify the Offeror in writing.

Please list all information to review for confidentiality.

	Location (<i>include file name, page and paragraph number</i>)	Description	Justification
1			
2			
3			
4			
5			
6			