



**STATE OF ARIZONA**  
**ARIZONA DEPARTMENT OF TRANSPORTATION**  
**PROCUREMENT GROUP**



**NOTICE OF REQUEST FOR PROPOSALS**  
**SOLICITATION NUMBER: T10-49-00011**

**OFFER DUE DATE:** April 15, 2010 AT 3:00 P.M. MST

**DESCRIPTION:** SPR 676 – Assessing How “New Media” Can Bolster ADOT’s Outreach and Communication Effectiveness

**PRE-OFFER CONFERENCE:** There will be a Pre-Offer Conference for this procurement on April 5, 2010 at 1:00 P.M. MST., at the Arizona Department of Transportation, 1739 W. Jackson, Modular A, Procurement Conference Room, Phoenix AZ 85007.

**Bid Opening and Submittal Location:** Arizona Department of Transportation  
Procurement Group  
1739 West Jackson St, Suite A, MD 100P  
Phoenix, Arizona 85007-3276

In accordance with A.R.S. §41-2534, Request for Proposals for the materials or services specified will be received by the Arizona Department of Transportation Procurement Group at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Transportation Procurement Group on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed package with the solicitation number and the offeror’s name and address clearly indicated on the package. Additional instructions for preparing an offer are provided in the Uniform and Special Instructions to Offerors as contained within this notice.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

**Designated Agency:** Arizona Department of Transportation  
**Type of Contract:** Firm Fixed Price with Justifiable Price Adjustment  
**Term of Contract:** One Year with Option to Extend for 48 Months

**Phone:** (602) 712-8505  
**Email:** dimiller@azdot.gov  
**Date:** March 24, 2010

  
Diane Miller  
Procurement Officer

“An Equal Employment Opportunity Agency”

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

The Arizona Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 200d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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# SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement  
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## **1. STATEMENT OF NEED**

The Arizona Department of Transportation (ADOT), Multimodal Planning Division (MPD) and the Arizona Transportation Research Center (ATRC) herein referred to as Department, is seeking the services of a qualified firm or individual hereinafter referred to as Contractor to produce a report and an implemented pilot project that will provide a foundation from which the Department can build New Media outreach efforts, expanding upon conventional techniques currently in place.

## **2. PROBLEM STATEMENT**

The Department has a compelling interest in examining how recent technological advancements might support improved outreach and communication activities with the diverse residents of the state. As the Web has evolved, users are seeking richer, more personalized experiences that center on two-way dialogue and interactivity. Emerging "New Media" (also known as social media or Web 2.0) tools may allow the Department to better connect with its customers for general communication and more formal engagement aligned with the National Environmental Policy Act. Recent research conducted by the Department reveals that those who were "dissatisfied" with Department communication and outreach efforts had been in the state less than five years and were less likely to have been engaged with the Department through the 5-1-1 service, the Department Web site, or a public meeting.

This research would identify and explore New Media tools that could assist the Department in implementing strategically aligned outreach efforts. This research will help the Department allocate resources, manage costs, and improve public trust in the agency's statewide progress and efforts. The study will culminate in an implementation plan containing recommendations for the most effective use of New Media resources.

## **3. RESEARCH OBJECTIVES**

The objectives of this study include, but are not limited to the following:

1. Evaluate the range New Media technologies that are available, feasible, and applicable to the Department.
2. Define stakeholder knowledge of these tools, previous experience using them, and interest in receiving the Department information from a means identified as New Media. Delineate the primary audiences and disaggregate the most effective strategy for each audience.
3. Assess the type of information Arizona residents are interested in receiving via New Media techniques and recommend the process by which the Department should approach the use of these new tools.

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4. Develop and launch a minimum of two research-based New Media outreach tools, create evaluation criteria, and assess the comparative effectiveness of the tools from a baseline status.

5. Develop an implementation plan for the effective use of New Media tools by the Department.

#### **4. STUDY TASKS**

**4.1** Upon contract award, participate in the project kick-off meeting to present and discuss the work plan with the Technical Advisory Committee (TAC) and other key individuals. The work plan will be revised as necessary to include any details agreed to at this meeting. Deliverable: a mutually agreed upon final work plan.

**4.2** Identify best practices among New Media tools and techniques used by state departments of transportation and other public-sector agencies, non-profit agencies, and the private sector. The best practices should include emerging trends and/or technologies that are likely to shape the short- and long-term evolution of Internet-driven communication. Deliverable: a working paper summarizing the findings that is deemed satisfactory by the TAC and which shall be suitable for inclusion in the final report.

**4.3** Interview key stakeholders to determine their knowledge of these tools, previous experience using them, and interest in receiving the Department information from a means identified as New Media. Deliverable: a working paper summarizing the findings that is deemed satisfactory by the TAC and which shall be suitable for inclusion in the final report.

**4.4** After obtaining feedback, develop an appropriate methodology and assess the type of information Arizona residents are interested in receiving via New Media and the approach the Department should take in implementing these tools. Deliverable: a working paper summarizing the findings that is deemed satisfactory by the TAC and which shall be suitable for inclusion in the final report.

**4.5** Develop and launch a pilot test of at least two research-based New Media outreach tools, and assess the effectiveness from a baseline status through programmatic integration. Deliverable: a working paper summarizing the findings that is deemed satisfactory by the TAC and which shall be suitable for inclusion in the final report.

**4.6** Develop a plan to implement New Media tools into the Department's community outreach processes. Deliverable: a working paper summarizing the findings that is deemed satisfactory by the TAC and which shall be suitable for inclusion in the final report.

**4.7** Prepare a final written report incorporating the results of the prior tasks. Deliverable: a document that is deemed satisfactory by the TAC, the Department and Federal Highway Administration (FHWA).

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- 4.8 Prepare a 4-page Research Note briefly summarizing the results of the prior tasks. Deliverable: a document that is deemed satisfactory by the TAC, the Department and FHWA.
- 4.9 Prepare a presentation in a suitable format (PowerPoint, Webinar, video, etc., or a combination of formats) summarizing the results of the prior tasks. Deliverable: a document that is deemed satisfactory by the TAC, the Department and FHWA.

#### 5. **REPORT REQUIREMENTS**

All research shall be conducted in accordance with the Department guidelines. These guidelines can be found at <http://www.azdot.gov/TPD/ATRC/publications/guidelines.asp>. Copies of previously published ATRC reports illustrating the type of final product required can be found at [http://www.azdot.gov/TPD/ATRC/Publications/project\\_reports/index.asp](http://www.azdot.gov/TPD/ATRC/Publications/project_reports/index.asp).

Provide all deliverables to include reports and all collected data to the Project Manager. The Contractor shall be responsible for making any changes or additions to the data as directed by the Project Manager.

Periodic Progress Reports: The Project Manager, as mutually agreed at the time the work plan is approved shall be given periodic progress reports. At a minimum, these reports shall consist of the transmission task deliverables. Other information, such as summaries of work to date, problems encountered, proposed solutions, milestones accomplished from the work plan and work to be accomplished may be required by the Project Manager on an as needed basis (a typical cause for requiring this information would be that the project has fallen behind schedule).

Research Note: The four-page Research Note serves as an executive summary for the project. It must be written in a concise manner with an emphasis on the research need, project goals, and key results, conclusions and recommendations. The Department will provide format samples and guidelines for this document, which will be both printed and posted on the Internet.

Final Report: The Final Report shall contain the data and explanatory narrative sufficient to document the project goals, scope, methods used in the research, activities and issues, results, recommendations and all other requirements specified in this scope of work. The Final Report shall include suggestions on how to implement recommendations made. Electronic copies of the Final Report shall be provided in mutually agreed upon formats. The Final Report shall conform to the version of the Department document, Guidelines for Preparing ATRC Research Reports, which is in effect at the time this Contract is executed. At Contractor's request the Department will provide Contractor a printed or electronic copy of the Department Guidelines or the document may be found on the Internet at: <http://www.azdot.gov/TPD/ATRC/publications/guidelines.asp>.

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Research Council Presentation: Provide a brief presentation in a suitable format to the Research Council or another audience designated by the TAC. This presentation shall include such visual aids as are necessary or useful in portraying the contents of the study. Copies of the final report and any handouts of other information shall be distributed to members of the Research Council at this presentation.

## **6. CONTRACTOR RESPONSIBILITIES**

All management and coordination activities relating to this project. Task activities shall include, but not be limited to, project administration, record keeping, progress reporting, project scheduling and coordination of all project related meetings.

Provide accurate, quality, and timely information on the product being produced.

Acquire all outside data, literature, equipment, etc., needed for this project

Provide coordination with the Department to review the progress to date, evaluate findings, and solicit input to support the successful completion of the study.

Be available to participate in meetings deemed necessary by of the Department.

Ensure that all documentation, including all information collected and developed for the purpose of this study, is submitted to the Department in electronic format.

Document the findings in a manner that is acceptable to the TAC and which shall be suitable for inclusion in the final report.

Submit periodic progress reports (as mutually agreed upon), a four-page Research Note, a Final Report, and final presentation to the Department.

Be responsible for correction of deficiencies in the Final Report that are identified by the TAC, the FHWA or the Department. The study is not considered complete until report deficiencies are corrected. Contractor should budget for report preparation and revisions as part of the scope of work for this solicitation.

Respect the confidentiality of the Department's data—using any confidential information solely for the purposes of this research project. No data or reports shall be released to entities not directly involved with the Project without the express prior written approval of the Department. All media contacts prior to the publication of the final report for the Project, and directly related to the Project, shall be coordinated by the Department.

Submit invoices for payment purposes. These invoices shall be for amounts commensurate with the deliverables of the project, and will be submitted following the Project Manager's final approval of each deliverable. The Project Manager shall provide a sample format for invoices.

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### **7. DEPARTMENT RESPONSIBILITIES**

Provide guidance to the project by making timely responses to any relevant questions posed by the Contractor.

Assist in obtaining access to any pertinent official data, records, or information.

Review progress reports in a timely manner to provide feedback and ensure that the project stays on course.

Review and approve (if determined satisfactory by the Project Manager) Contractor's documents and reports and invoices for payment.

Provide reasonable assistance in the oral presentation to the Research Council or other designated audience.

Make the best effort to implement recommendations that would be beneficial to the Department or other government agencies and/or the traveling public.

## SECTION 2 UNIFORM TERMS AND CONDITIONS

### ARIZONA DEPARTMENT OF TRANSPORTATION

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### SOLICITATION NO. T10-49-00011

- 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 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 *"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.

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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.

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. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to A.R.S. § 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.

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- 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, tradename, 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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#### 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
  - 4.5.3 Cancel the contract and re-solicit the requirements.

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### **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."

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- 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.
- 6.4.1.1 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 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.

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Phoenix, Arizona 85007-3276

Phone: (602) 712-7211

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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 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

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- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 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.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.71 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.
- 7.7.2 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.
- 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.

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### 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.

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- 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 interests 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 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.

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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 thereunder.

#### 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 Enterprise Procurement Services periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, Enterprise Procurement Services, 100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007.

|                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>SECTION 3</b><br/><b>SPECIAL TERMS AND CONDITIONS</b></p>                                                                                                                    |
| <p style="text-align: center;"><b>ARIZONA DEPARTMENT OF TRANSPORTATION</b><br/><b>Procurement</b><br/>1739 West Jackson Street, Suite A, MD 100P<br/>Phoenix, Arizona 85007-3276<br/>Phone: (602) 712-7211</p> |
| <p style="text-align: center;"><b>SOLICITATION NO. T10-49-00011</b></p>                                                                                                                                        |

**1. CONTRACT TERM**

The contract term shall commence on the date of contract execution and continue for twelve (12) months, unless terminated, canceled, or extended. The maximum project budget has been set at \$125,000.00.

**2. CONTRACT EXTENSION**

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

**3. CONTRACT CHANGES**

The Department reserves the right to revise significant changes in the scope, character, and/or complexity of the work and may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be documented in a written Contract Amendment, as defined by A.R.S. §41-2503, R-2-7-101(15) and signed by the Procurement Officer.

**4. ELIGIBLE AGENCIES**

Any contract resulting from this solicitation shall be for the exclusive use of the agency designated on the cover sheet of this document.

**5. NON-EXCLUSIVE CONTRACT**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorizations may only be approved by the Department Chief Procurement Officer. Approval shall be at the discretion of the Chief Procurement Officer and shall be conclusive, however, approval shall be granted only after a proper review and when deemed appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

**6. PAYMENT**

The Department's Project Manager shall authorize partial payments to the Contractor, based on the amount of work completed by the Contractor and accepted by the State. The percentage of the firm fixed price amount allocated to each required task/deliverable is to be mutually agreed upon prior to contract award. The Contractor shall include recommended percentages for each task in the offer.

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The Department shall retain ten percent (10%) of the firm fixed price until completion of the project, as guarantee of satisfactory completion of the work by the Contractor and acceptance of the work by the Department. Final payment shall be made within thirty (30) days following Departments acceptance of the project minus any damages, fees, etc., that are caused by the Contractor.

### **7. INVOICING REQUIREMENTS**

Invoices shall be submitted following the Project Manager's final approval of each deliverable.

Payment of any invoice shall not preclude Department from making claim for adjustment on any service found not to have been in accordance with the contract.

All invoices for this contract shall be delivered in person or sent by mail [or e-mail](#) addressed to the "Bill To" address noted in the purchase order.

The invoice shall include, but not be limited to: purchase order number, contract number, invoice number and description of tasks completed.

### **8. PRICE ADJUSTMENT**

The Department will review **fully documented** requests for price increase after any contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors, which have an impact on the requested increase, shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item or service concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option is in the best interest of the State.

### **9. PRICE REDUCTION**

A price reduction adjustment may be offered at any time during the term of the contract and shall be come effective upon notice.

### **10. SUBCONTRACTORS**

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 any resultant contract. The Contractor agrees that no substitution of such specified individuals and/or personnel cannot be made without prior written approval by

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the Department. The Contractor shall bear all expenses incurred for any costs associated with subcontractors performing work under this contract.

### **11. INDEMNIFICATION**

The 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 (herein referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (herein 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 part, by the negligent or willful acts or omissions of the 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 Worker's' 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all claims. It is agreed that the 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 subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

### **12. INSURANCE REQUIREMENTS**

The Contractor and subcontractors shall furnish certificate(s) of insurance (a sample certificate is incorporated, see **Exhibit 1**) within **ten (10) calendar days** after notification of tentative award of project and prior to purchase order issuance:

**Arizona Department of Transportation, Procurement Group**  
**ATTN: Diane Miller**  
**1739 West Jackson Street, Suite A, MD 100P**  
**Phoenix, Arizona 85007-3276**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, 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.

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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.

#### **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 coverage.

|                                                  |             |
|--------------------------------------------------|-------------|
| General Aggregate                                | \$2,000,000 |
| Products – Completed Operations Aggregate        | \$1,000,000 |
| Personal and Advertising Injury                  | \$1,000,000 |
| Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| Fire Legal Liability                             | \$ 50,000   |
| Each Occurrence                                  | \$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”.**
- 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**

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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.
- 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:

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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:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent certified mail, return receipt requested delivered to:
- Arizona Department of Transportation, Procurement Group  
1739 West Jackson Street, Suite A, MD 100P  
Phoenix, Arizona 85007-3276**
- 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 **State of Arizona, Arizona Department of Transportation, Procurement Group, 1739 West Jackson Suite A, MD 100P, Phoenix, AZ 85007-3276**. The State of Arizona project/contract number and project description shall 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**

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**SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- 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 Department of Administration, Risk Management Section, whose decision shall be final. 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.

### **13. CONTRACT ADMINISTRATION**

For information regarding the Uniform and Special Terms and Conditions and Specifications referenced in this Solicitation contact: Diane Miller, Procurement Officer at 602-712-8505 or e-mail at [dimiller@azdot.gov](mailto:dimiller@azdot.gov).

Following award, the Contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

### **14. NOTICES**

All notices, requests demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purpose of these provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended to the State, to:

Arizona Department of Transportation, Procurement Group  
1739 West Jackson Street, Ste. A, MD 100P  
Phoenix, Arizona 85007-3276  
Attention: Diane Miller – Procurement Officer

- b. If intended for the Contractor, to:

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The Contractor Name  
Address  
City, State, Zip Code  
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and if intended for the Contractor, to the person named on the Offer and Contract award Form of this Contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

**15. KEY PERSONNEL**

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of the Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the Department. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. Any Department approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. The Department shall not unreasonably withhold approval of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the contract.

**16. REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to utilize only experienced, responsible and capable personnel in the performance of the work. The Department may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under the contract is inconsistent with the interest of the Department.

**17. CONFLICT OF INTEREST**

It should be noted that offerors are hereby advised of the Conflict of Interest Statutes, A.R.S. § 38-501, et seq. Any purchase order for services offered by the Department which may lead to a real or apparent conflict of interest, under the Arizona Revised Statutes, with regard to future State contracts or solicitations, may be refused by the offeror by notifying the Procurement Group in writing within five (5) days of receipt of the

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purchase order. If such a purchase order is refused, the offeror may be precluded from award of such future contract or solicitation if a real or apparent conflict of interest exists, as determined by the Department.

#### 18. **REVIEW OF CONTRACTOR'S WORK**

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department reserves the right to make such reviews and pass upon the acceptability of the Contractor's work. No partial acceptance shall relieve the Contractor's obligation to correct, without charge, any errors in the work on this contract.

#### 19. **ACCURACY OF WORK**

The Contractor shall be responsible for the accuracy of the work and shall promptly make all the necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the Department will not relieve the Contractor of the responsibility for subsequent correction of any such errors and clarification of ambiguities.

#### 20. **PROJECT ADMINISTRATION**

The Project Manager from the Arizona Transportation Research Center (ATRC) will administer and provide general direction, as necessary. The Project Manager will also be responsible for decisions pertaining to acceptance of work under this contract.

#### 21. **TRAVEL**

Travel expenses authorized in advance and incurred at off site assignments will be reimbursed at cost, in accordance with the State of Arizona Travel Policy and the ADOT Travel Authorization Policy and Procedure hereby incorporated herein. **Travel expenses to Arizona outside a 50-mile radius of the Arizona border shall not be reimbursed.** State travel policy is clarified to include only the travel reimbursement schedules. Actual receipt for travel must be submitted for reimbursement of allowable direct costs (lodging, automobile, meals, etc.). The travel policies may be accessed via the internet at the State of Arizona, General Accounting Office's website (<http://www.gao.state.az.us/travel.html>) and State of Arizona, Department of Transportation's website ([http://www.azdot.gov/Inside\\_ADOT/Procurement/TravelPP.asp](http://www.azdot.gov/Inside_ADOT/Procurement/TravelPP.asp)).

#### 22. **CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY**

This Contract may be cancelled if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

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Possession of weapons (firearms, explosive devices, knives or blades of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, MGT 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office buildings, yards, parking lots, construction sites or state owned vehicles.

Further, if the Contractor or any subcontractors or others in the employ of under the supervision of the Contractors or subcontractors, are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the Contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. §13-1502, "Criminal trespass in the third degree: classification."

#### **23. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Offshore Performance of Work Prohibited due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

#### **24. FEDERAL IMMIGRATION AND NATIONALITY ACT**

##### **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Sections A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

|                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>SECTION 3</b><br/><b>SPECIAL TERMS AND CONDITIONS</b></p>                                                                                                                                                                                            |
| <p style="text-align: center;"><b>ARIZONA DEPARTMENT OF TRANSPORTATION</b><br/><b>Procurement</b><br/>1739 West Jackson Street, Suite A, MD 100P<br/>Phoenix, Arizona 85007-3276<br/>Phone: (602) 712-7211</p> <p style="text-align: center;"><b>SOLICITATION NO. T10-49-00011</b></p> |

4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

**25. CONTRACT ORDER OF PRECEDENCE**

In case of a conflict in the provisions of the contract, as accepted by the State and as they may be amended, documents shall prevail in the order set forth below, unless otherwise prohibited by law:

1. Federal Terms
2. Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Specifications, Section 1;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation

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

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
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.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
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.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
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.
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.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

**B. Inquiries**

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. 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.

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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.
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.
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.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
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.
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.

#### **C. Offer Preparation**

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.
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.

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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 an intent to be bound, such as an original signature, shall result in rejection of the Offer.
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.
  - i. 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.
  - ii. 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.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
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 copy of a Solicitation Amendment may result in rejection of the Offer.
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.
9. Provision of Tax Identification Numbers. 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.
- 9.1 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

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submission is mandatory under 26 U.S.C. § 6041A.

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 included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
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.
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:
  - 12.1 Special Terms and Conditions;
  - 12.2 Uniform Terms and Conditions;
  - 12.3 Statement or Scope of Work;
  - 12.4 Specifications;
  - 12.5 Attachments;
  - 12.6 Exhibits;
  - 12.7 Special Instructions to Offerors;
  - 12.8 Uniform Instructions to Offerors.
  - 12.9 Other documents referenced or included in the Solicitation.
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).

#### **D. Submission of Offer**

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.
2. 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.
3. Public Record. All Offers submitted and opened are public records and must be retained by

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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. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - ii. 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 all applicable Federal, state and local laws and executive orders regarding employment.

#### **E. Evaluation**

- 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.
- 2. 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 purposes of evaluating that price.
- 3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4. Disqualification. A 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. 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.
- 6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
  - 6.1 Waive any minor informality;
  - 6.2 Reject any and all Offers or portions thereof; or
  - 6.3 Cancel the Solicitation.

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#### **F. Award**

1. Number or 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.
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.
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.

#### **G. Protests**

1. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. 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:
  - 1.1 The name, address and telephone number of the protester;
  - 1.2 The signature of the protester or its representative;
  - 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
  - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 1.5 The form of relief requested.

#### **H. Comments Welcome**

The Enterprise Procurement Services periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, Enterprise Procurement Services, 100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007.

## SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

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**SOLICITATION NO. T10-49-00011**

### 1. **SCOPE**

The purpose of this solicitation is to enter into a contract to obtain the services of a Contractor who will perform research identifying New Media tools appropriate for the Department's community outreach activities.

### 2. **PRE-OFFER CONFERENCE**

A pre-offer conference will be held on **April 5, 2010 at 1:00 P.M. MST, in the Arizona Department of Transportation Procurement Conference Room, 1739 W. Jackson, Modular A, Phoenix, Arizona 85007** to answer questions related to this solicitation. All detailed questions must be in writing and sent to the Arizona Department of Transportation Procurement Group, Attention Diane Miller, 1739 West Jackson Street, Room 100P, Phoenix, Arizona 85007-3276 or faxed to 602-712-3151.

### 3. **QUESTIONS**

Questions relating to this solicitation shall be directed to the attention of Diane Miller, Procurement Officer, ADOT Procurement, either by facsimile (602) 712-3515 or e-mail [dimiller@azdot.gov](mailto:dimiller@azdot.gov). Questions must be received on or before **April 1, 2010 @ 3:00 P.M. MST**.

### 4. **REQUIRED INFORMATION**

The offer shall include the following and should be presented in the order in which they appear.

FAILURE TO PROVIDE ALL OF THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE PROPOSAL.

#### 4.1 **Table of Contents**

All offers shall include a Table of Contents.

#### 4.2 **Solicitation Amendments**

Sign and return all Solicitation Amendments issued.

#### 4.3 **Attachments**

Complete and submit with offer the following attachments:

Attachment 1, Offer and Contract Award

Attachment 2, References

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Attachment 3, ADOT Lobbying Certification

Attachment 4, Non-Collusion Affidavit

Attachment 5, State of Arizona Substitute W-9 Form

#### 4.4 **Problem Statement**

A clear and concise statement of the problem to reflect the Offeror's understanding of the research objectives.

#### 4.5 **Objectives of the Study**

Describe the technical objectives upon which the Offeror is to focus attention upon which project efforts are to converge. The objectives shall clearly and concisely identify the results being sought.

Provide insights on how best to achieve the objectives. Offerors are expected to describe research plans that can be accomplished within the constraints of available funds and contract term. Offers must present the Offeror's current thinking in sufficient detail to demonstrate their understanding of the problem and the soundness of their approach.

#### 4.6 **Work Plan**

Fully describe and expand on the tasks identified in this solicitation, for the purpose of providing a framework for the development of the study and the subsequent performance of the project.

Specify objectives to be accomplished. The objectives should also clearly and concisely identify the project milestones (including the percentage of the total budget represented by the deliverables attached to each milestone). Include in table form, a schedule identifying the study milestones, deliverables, and the dollar amount associated with each deliverable. Include a schedule of any necessary meetings and submittal of reports.

Fully describe all tasks, including the submission of an acceptable final report. The methodology shall be described in sufficient detail to permit evaluation of the probability for success in achieving the goals and objectives.

#### 4.7 **Background Experience and Expertise**

Cover letter to give background information regarding Offeror, including, but not limited to the following:

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History of Offeror to include; length of time Offeror has been in business and areas of specialty. Offeror's organizational capabilities, background qualifications and experience.

Sample of Offeror's best work on a project similar to that described by the scope of work for this study. This sample shall reflect work on a related topic and demonstrate the type of skills that would be useful on this project.

Describe Offerors experience in providing similar services.

#### 4.8 **Resumes of Key Personnel**

Provide resumes for key personnel (who will be performing requested services) showing technical education and training. Include any special experience, certifications, licenses and memberships in professional associations.

Include relevant experience from the last two years.

#### 4.9 **Staffing Plan**

Submit a staffing plan for the project. The plan is to include the following:

Offeror's organizational chart, identify the Contractor Project Manager.

Names of key project team member and/or subcontractors.

Role and responsibility of each team member.

Percent effort (time) of each team member.

Resumes for project team members showing education and experience relevant to this project (**maximum of 2 pages**). Specify level of participation, if any, in the projects identified in the paragraph 4.10.

#### 4.10 **References**

Describe recent experience in providing services similar to those anticipated herein by completing Attachment 2, References. Include, at a minimum, the following information concerning the Offeror's three most recent projects:

Inclusive project dates.

Name and address of client organization

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Name, telephone number, fax number and email address of individual in the client organization who is familiar with the project.

Relevance to this proposed project

Brief description of project

#### **4.11 Proposed Project Schedule / Price**

Provide a Firm Fixed Price (lump sum) to perform all work as described in Section 1, Scope of Work. Include a breakdown of fee and percentage completed by deliverable. (Note: The maximum budget for this project is \$125,000. No bids in excess of this amount will be considered.)

#### **4.12 Additional Relevant Information**

Any additional data, which may be useful to the Department in evaluating the Offeror's offer, may be included, but is not a requirement.

#### **5. COPIES**

**One (1) original print copy and five (5) CD copies of the proposal** in Microsoft Word minimum 6.0 version or Adobe Acrobat PDF format **are required for a total of six (6)**. The (1) original proposal shall clearly be labeled "original" and the (5) CD's shall clearly be labeled "copy". A page shall be 8.5" by 11" printed on one side only. All proposals, including copies, shall contain all required information. The proposals shall be packaged in such a manner that the outer wrapping clearly indicates the Offeror's name and address, and the following information:

**Request for Proposals No. T10-49-00011**

**SPR 676-Assessing How 'New Media' Can Bolster ADOT's Outreach and Communication Effectiveness**

**To be opened April 15, 2010 - 3:00 P.M. MST**

#### **6. OFFER EVALUATION**

An evaluation committee will evaluate and rank the offers, based on the following criteria listed below in the order of importance.

- Problem Statement and Objectives of the Study
- Work Plan
- Background Experience and Expertise/Resumes
- Staffing Plan
- Proposed Project Schedule/Price
- Overall responsiveness to the RFP

|                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>SECTION 5</b><br/><b>SPECIAL INSTRUCTIONS TO OFFERORS</b></p>                                                                                                                |
| <p style="text-align: center;"><b>ARIZONA DEPARTMENT OF TRANSPORTATION</b><br/><b>Procurement</b><br/>1739 West Jackson Street, Suite A, MD 100P<br/>Phoenix, Arizona 85007-3276<br/>Phone: (602) 712-7211</p> |
| <p style="text-align: center;"><b>SOLICITATION NO. T10-49-00011</b></p>                                                                                                                                        |

As part of its final selection from among the highest ranked firms, the Department reserves the right to:

Contact a reasonable number of references from among those provided by the offerors as requested in Attachment 2 – References.

Request oral presentations with no less than 72 hours notice. Presenters from the firms must include key members who will serve as the contact person(s).

**7. CONFLICT OF INTEREST**

It should be noted that offerors are hereby advised of the Conflict of Interest Statutes, A.R.S. section §38-501, et seq. Any purchase order for services offered by the Department which may lead to a real or apparent conflict of interest, under the Arizona Revised Statutes, with regard to future State contracts or solicitations, may be refused by the offeror by notifying the Procurement Group in writing within five (5) days of receipt of the purchase order. If such a purchase order is refused, the offeror may be precluded from award of such future contract or solicitation if a real or apparent conflict of interest exists, as determined by the Department.

**8. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

**9. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

**10. INCLUSIVE OFFERORS**

## SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

### ARIZONA DEPARTMENT OF TRANSPORTATION

#### Procurement

1739 West Jackson Street, Suite A, MD 100P

Phoenix, Arizona 85007-3276

Phone: (602) 712-7211

### SOLICITATION NO. T10-49-00011

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of printing or courier services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

#### 11. NEGOTIATIONS

As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If negotiations are conducted pursuant to R2-7-C315, the Procurement Officer shall issue a written request for final proposal revisions. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.

#### 12. DECISION

A recommendation for award will be made by the evaluation committee to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the Offeror submitting the next ranked offer will be called. An award will be made to the responsive and responsible Offeror whose proposal receives the highest score under the method of scoring in the request for proposals. No other factors or criteria may be used in the evaluation.

#### 13. 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:

- a. Federal Terms
- b. Special Terms and Conditions;
- c. Uniform Terms and Conditions;
- d. Statement or Scope of Work;
- e. Specifications;
- f. Attachments;
- g. Exhibits;
- h. Special Instructions to Offerors;
- i. Uniform Instructions to Offerors.
- j. Other documents referenced or included in the Solicitation

SECTION 6  
FEDERAL TERMS  
(Professional Services)

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement  
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Phone: (602) 712-7211

**SOLICITATION NO. T10-49-00011**

The following terms are required for federally funded project requirements. These terms may be waived for non-federally funded project requirements upon written request from the Contractor.

**Employment of Federal Highway Administration and State's Personnel**

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

**Civil Rights**

During the performance of this contract the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, national origin, religion or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

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**SOLICITATION NO. T10-49-00011**

refuses to furnish this information, the contractor shall so certify to the Arizona Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it, or the Federal Aviation Administration, the Federal Highway Administration, and the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or;
- b) cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor or procurement as the Arizona Department of Transportation or the Federal Aviation Administration, the Federal Highway Administration, and the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this contract.

**Affirmative Action**

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this contract:

Include qualified small, minority, women-owned and disadvantaged businesses on solicitation lists.

**SECTION 6  
FEDERAL TERMS  
(Professional Services)**

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**SOLICITATION NO. T10-49-00011**

Assure that small, minority, women-owned and disadvantaged businesses are solicited whenever they are potential sources.

When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, women-owned and disadvantaged business participation.

Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, women-owned and disadvantaged businesses.

**Energy Conservation**

Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

**Environmental Protection**

(This clause is applicable if this contract exceeds \$100,000.00.)

Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

**Subcontracts**

The Contractor agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights," Affirmative Action," and "Anti-Lobbying." Contractor further agrees to insert in any subcontract exceeding \$100,000.00 the clause hereof entitled "Environmental Protection."

**Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal

**SECTION 6  
FEDERAL TERMS  
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**ARIZONA DEPARTMENT OF TRANSPORTATION**

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Phone: (602) 712-7211

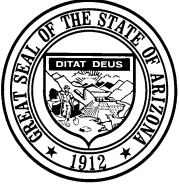
**SOLICITATION NO. T10-49-00011**

contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

The Contractor agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the Department. Lower tier certifications are to be maintained by the Contractor.

# EXHIBIT 1

## CERTIFICATE OF INSURANCE



### STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: **ARIZONA DEPARTMENT OF TRANSPORTATION**

PROJECT TITLE: **SPR 676 – Assessing How “New Media” Can Bolster ADOT's Outreach and Communication Effectiveness**

CONTRACT NUMBER: **T10-49-00011**

|          |                              |                                |
|----------|------------------------------|--------------------------------|
| PRODUCER | COMPANIES AFFORDING COVERAGE | CURRENT<br>A.M. BEST<br>RATING |
| INSURED  | A                            |                                |
|          | B                            |                                |
|          | C                            |                                |
|          | D                            |                                |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

| CO<br>LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS<br>(,000)                                                                                                                                    |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|           | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.<br><input type="checkbox"/> PER PROJECT<br>PRODUCT/COMPLETED<br>OPERATIONS                     |               |                                     |                                      | GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE(ANY ONE FIRE)<br>MED.EXPENSE(ANY ONE PERSON) |
|           | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> |               |                                     |                                      | COMBINED SINGLE LIMIT<br><br>BODILY INJURY<br>(PER PERSON)<br><br>BODILY INJURY<br>(PER ACCIDENT)<br><br>PROPERTY DAMAGE                            |
|           | PROFESSIONAL LIABILITY<br><input type="checkbox"/> TYPE _____<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE                                                                                                                                                                      |               |                                     |                                      | EACH OCCURRENCE<br><br>AGGREGATE                                                                                                                    |
|           | EXCESS LIABILITY<br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM                                                                                                                                                                                                |               |                                     |                                      | EACH OCCURRENCE<br><br>AGGREGATE                                                                                                                    |
|           | WORKERS' COMPENSATION<br>AND<br>EMPLOYER'S LIABILITY                                                                                                                                                                                                                                                           |               |                                     |                                      | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE                                                                  |
|           | BUILDERS RISK                                                                                                                                                                                                                                                                                                  |               |                                     |                                      |                                                                                                                                                     |
|           | OTHER:                                                                                                                                                                                                                                                                                                         |               |                                     |                                      |                                                                                                                                                     |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:**

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

|                                                                                                                                                                                                                                   |                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER/ADDITIONAL INSURED<br><br><b>State of Arizona</b><br><b>Arizona Department of Transportation</b><br><b>1739 W. Jackson St., Suite A, MD 100P</b><br><b>Phoenix, AZ 85007-3276</b><br><b>ATTN: Diane Miller</b> | AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY<br><br>SIGNATURE _____<br><br>DATE: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

**ATTACHMENT 1  
OFFER AND CONTRACT AWARD**



ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 West Jackson Street, Suite A, MD 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211



**SOLICITATION NO. T10-49-00011**

**Submit this form with an original signature to the Department**

**OFFER**

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: \_\_\_\_\_

Federal Employer Identification

For clarification of this offer, contact:

No.: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Offeror's (Company) Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Company Email Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Title

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

**SPR 676 – Assessing How “New Media” Can Bolster ADOT’s Outreach and Communication Effectiveness**

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
Diane Miller

As Procurement Officer and not personally

\_\_\_\_\_  
Awarded Date

**ATTACHMENT 2  
REFERENCES**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 West Jackson Street, Suite A, MD 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211

**SOLICITATION NO. T10-49-00011**

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, TELEPHONE/FAX NUMBER AND EMAIL ADDRESS FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. These references **WILL** be checked, so please make sure all information is accurate and current.

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIPCODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE/FAX NUMBER: \_\_\_\_\_

DATE OF PROJECTS: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIPCODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE/FAX NUMBER: \_\_\_\_\_

DATE OF PROJECTS: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 2  
REFERENCES**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
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**SOLICITATION NO. T10-49-00011**

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIPCODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE/FAX NUMBER: \_\_\_\_\_

DATE OF PROJECTS: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|                               |             |
|-------------------------------|-------------|
| ATTACHMENT 3                  |             |
| ADOT LOBBYING CERTIFICATE     |             |
| SOLICITATION NO. T10-49-00011 | Page 1 of 4 |

**ARIZONA DEPARTMENT OF TRANSPORTATION  
LOBBYING CERTIFICATION  
CERTIFICATION FOR FEDERAL AID CONTRACTS**

Applies to: Federal-aid contractors, and consultants, as well as lower tier subcontractors and subconsultants.

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.***

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**ATTACHMENT 3**  
**ADOT LOBBYING CERTIFICATE**  
**SOLICITATION NO. T10-49-00011**

**Page 2 of 4**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. Contract<br><input type="checkbox"/> b. Grant<br><input type="checkbox"/> c. Cooperative agreement<br><input type="checkbox"/> d. Loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                                                                       | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award                                                                                                                                            | <b>3. Report type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br>For Material Change Only:<br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br><br><div style="text-align: right;">Congressional District, if known: _____</div>                                                                                                                                                                                                                                                                                                                                                                                                                | <b>5. If Reporting in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><div style="text-align: right;">Congressional District, if known: _____</div>                                                                                                                                                     |                                                                                                                                                                                                           |
| <b>6. Federal Department Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>7. Federal Program Name/Description:</b><br><br><div style="text-align: right;">CDEA Number, if applicable: _____</div>                                                                                                                                                                                                 |                                                                                                                                                                                                           |
| <b>8. Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>9. Award Amount, if known:</b><br>\$ _____                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                           |
| <b>10.a. Name and Address of Lobbying Entity</b><br><i>(if individual, last name, first name, MI):</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>b. Individuals Performing Services</b><br><i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i>                                                                                                                                                                                   |                                                                                                                                                                                                           |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify _____ |                                                                                                                                                                                                           |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify nature _____<br>value _____                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                           |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b><br><br><div style="text-align: right;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                           |
| <b>15. Continuations Sheet(s) SF-LLL-A attached</b> <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                           |
| <b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ties above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____                                                                                                                                                                                                                                  |                                                                                                                                                                                                           |
| <div style="display: flex; justify-content: space-between;"><div>Federal Use Only</div><div>Authorized for Local Reproduction<br/>Standard Form - LLL</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                           |

**ATTACHMENT 3**  
**ADOT LOBBYING CERTIFICATE**

**SOLICITATION NO. T10-49-00011**

**Page 3 of 4**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. This is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, bans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-046), Washington, D.C. 20503.

**ATTACHMENT 3**  
**ADOT LOBBYING CERTIFICATE**

**SOLICITATION NO. T10-49-00011**

**Page 4 of 4**

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Reporting Entity:

of

Page

|                                      |
|--------------------------------------|
| <b>ATTACHMENT 4</b>                  |
| <b>NON-COLLUSION AFFIDAVIT</b>       |
| <b>SOLICITATION NO. T10-49-00011</b> |

**NON-COLLUSION AFFIDAVIT**

State of Arizona       )  
                                  ) ss  
County of                )

\_\_\_\_\_  
(Affiant)

the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Notary Public in and for

the County of \_\_\_\_\_

State of \_\_\_\_\_

# ATTACHMENT 5 – T10-49-00011

## State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to a n Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

**Return completed form to the state agency with whom you do business, for review and authorization.**  
See instructions below or refer to the IRS instructions at [www.irs.gov](http://www.irs.gov) for details on completing this form.



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           |                                                                                                                                                               |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>• Type of Request</b> (Must select at least ONE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           | <input type="checkbox"/> Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Entity Type <input type="checkbox"/> Minority Business Indicator |                |
| <input type="radio"/> New Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="radio"/> New Location (Additional Mail Code) | <input type="radio"/> Change (Select the type(s) of change from the following:                                                                                |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="checkbox"/> Main Address <input type="checkbox"/> Remittance Address <input type="checkbox"/> Contact Information                                |                |
| <b>• Taxpayer Identification Number (TIN) (Provide ONE Only)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           |                                                                                                                                                               |                |
| Social Security Number (SSN)    -    -    -    OR Employer Identification Number (EIN)    -    -    -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                                                                                                                                                               |                |
| <b>• Entity Name</b> Must Provide Legal Name ( *Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           |                                                                                                                                                               |                |
| Legal Name*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                           |                                                                                                                                                               |                |
| <b>• Entity Type</b> Must select one of the following (Coding (X#) is for internal purposes only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |                                                                                                                                                               |                |
| <input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (61)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> State of Arizona employee (1E)    STATE HRIS EIN                                                                                        |                |
| <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                           | <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care medical or legal services (5A)                                             |                |
| <input type="radio"/> Corporation providing health care, medical or legal services (5M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           | <input type="radio"/> LLC, PLLC organized as corporation providing health care medical or legal services (5M)                                                 |                |
| <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           | <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)                                       |                |
| <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           | <input type="radio"/> Other: Tax Reportable Entity (5P)    Description                                                                                        |                |
| <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                           | <input type="radio"/> Other: Tax Exempt Entity (5H)                                                                                                           |                |
| <b>• Minority Business Indicator</b> Must select one of the following (Coding (X#) is for internal purposes only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |                                                                                                                                                               |                |
| <input type="radio"/> Small Business (01)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                           | <input type="radio"/> Small, Woman Owned Business- Hispanic (31)                                                                                              |                |
| <input type="radio"/> Small Business- African American (23)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                           | <input type="radio"/> Small, Woman Owned Business- Native American (33)                                                                                       |                |
| <input type="radio"/> Small Business- Asian (24)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           | <input type="radio"/> Small, Woman Owned Business- Other Minority (11)                                                                                        |                |
| <input type="radio"/> Small Business- Hispanic (25)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           | <input type="radio"/> Woman Owned Business (03)                                                                                                               |                |
| <input type="radio"/> Small Business- Native American (27)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           | <input type="radio"/> Woman Owned Business- African American (17)                                                                                             |                |
| <input type="radio"/> Small Business- Other Minority (05)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                           | <input type="radio"/> Woman Owned Business- Asian (18)                                                                                                        |                |
| <input type="radio"/> Small, Woman Owned Business (06)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                           | <input type="radio"/> Woman Owned Business- Hispanic (19)                                                                                                     |                |
| <input type="radio"/> Small, Woman Owned Business- African American (29)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           | <input type="radio"/> Woman Owned Business- Native American (21)                                                                                              |                |
| <input type="radio"/> Small, Woman Owned Business- Asian (30)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                           | <input type="radio"/> Woman Owned Business- Other Minority (08)                                                                                               |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Minority Owned Business- African American (04)                                                                                          |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Minority Owned Business- Asian (32)                                                                                                     |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Minority Owned Business- Hispanic (74)                                                                                                  |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Minority Owned Business- Native American (15)                                                                                           |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Minority Owned Business- Other Minority (02)                                                                                            |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Non-Profit, IRC § 501(c) (88)                                                                                                           |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)                                                                                |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           | <input type="radio"/> Individual, Non-Business (00)                                                                                                           |                |
| <b>• Main Address</b> Where tax information and general correspondence is to be mailed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                           | <b>• Remittance Address</b> Where payment is to be mailed <input type="checkbox"/> Same as Main                                                               |                |
| DBA/Branch/Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           | DBA/Branch/Location                                                                                                                                           |                |
| Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           | Address                                                                                                                                                       |                |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | State                                                     | City                                                                                                                                                          | State          |
| Zip code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           | Zip code                                                                                                                                                      |                |
| <b>• Vendor Contact Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           |                                                                                                                                                               |                |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           | Title                                                                                                                                                         |                |
| Phone #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Ext.                                                      | Fax                                                                                                                                                           | Email          |
| <b>• Certification</b> <input type="checkbox"/> Exempt from backup withholding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                           |                                                                                                                                                               |                |
| 1. Under Penalties of perjury, I certify that:<br>2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND<br>3. I am a U.S. person (including U.S. resident alien).<br>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.<br><i>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</i> |                                                           |                                                                                                                                                               |                |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Title                                                     | Date                                                                                                                                                          |                |
| <b>STATE OF ARIZONA AGENCY USE ONLY – Agency Authorization</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                           |                                                                                                                                                               |                |
| State HRIS EIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Print Name                                                | Signature                                                                                                                                                     |                |
| AGY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Title                                                     | Phone #                                                                                                                                                       | Date           |
| <b>STATE OF ARIZONA GAO USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |                                                                                                                                                               |                |
| <b>VENDOR &amp; STATE AGNECY: DO NOT WRITE BELOW THIS LINE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                           |                                                                                                                                                               |                |
| <input type="checkbox"/> IRS TIN Matching <input type="checkbox"/> Corporation Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | VendorNumber                                              | Processed by                                                                                                                                                  | Date Processed |
| <input type="checkbox"/> HRIS <input type="checkbox"/> GAO-03 <input type="checkbox"/> Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                           |                                                                                                                                                               |                |