



Request for Proposal

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

Description: Public Relations – United Kingdom & Ireland

SOLICITATION NUMBER: ADSPO12-00001531

DESCRIPTION: The State of Arizona invites sealed proposals from qualified firms for public relations representation in the United Kingdom and Ireland for use by the Arizona Office of Tourism.

DUE DATE AND TIME: Offers shall be received until 3:00 p.m. MST, March 28, 2012.

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

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

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.



Offer and Acceptance

State of Arizona
State Procurement Office
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OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

State of Arizona
Awarded this _____ day of _____ 20_____

Procurement Officer



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END OF SOLICITATION



Special Instructions to Offerors

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1. DEFINITIONS

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



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

2. INQUIRIES

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

3. PREPARATION / SUBMISSION OF OFFER

- 3.1. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form (Page 2 of this solicitation).

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically with the submitted bid no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the offer.
- 3.2. Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 3.3. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be clearly identified within the proposal as confidential wherever it appears. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616.
- 3.4. Offer Forms. Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form Instructions may result in rejection of Offer.
 - Offer and Acceptance Form



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- Response Form I – Summary of Firm
- Response Form II – Observed Holidays
- Response Form III – Client List
- Response Form IV – Key Personnel Form - Team
- Response Form V – Key Personnel Form - Individual
- Response Form VI – Questionnaire
- Response Form VII – Offeror's References
- Response Form VIII – Offeror's Proposed Subcontractors

- 3.5. Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 3.6. Acceptable Formats. All documents submitted in response to this solicitation shall be electronically submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.7. ProcureAZ. Offers in response to this solicitation shall be submitted within the State's online eProcurement system, ProcureAZ (<https://procure.az.gov>). Offers shall be received before the due date and time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside the ProcureAZ system, or those that are received after the due date and time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600) prior to the solicitation due date and time.

4. EVALUATION

- 4.1. In accordance with the Arizona Procurement code § 41-2534, Competitive Sealed Proposals, award(s) shall be made to the responsible offeror(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation factors listed below. The evaluation factors are listed in their relative order of importance.
- Method of Approach
 - Cost
 - Qualifications of Assigned Personnel
 - Summary of Firm
 - Conformance to Terms and Conditions
- 5.2. Opening. Offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 5.3. Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 5.4. Discussions. As provided by A.A.C. R2-7-C314, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for Final Proposal Revision. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 5.5. Responsibility, Responsiveness and Acceptability.
- 5.5.1. In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be



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necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three (3) years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

5.5.2. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

5.6. Exceptions 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.

5.7. 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.

5.8. Financial Stability. The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

5.9. Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

6. AWARD

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

6.2. Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.



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



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

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

2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.



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- 2.5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

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



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3.9. Provision of Tax Identification Numbers.

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

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

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

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

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

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Offerors;

3.12.8 Uniform Instructions to Offerors; and

3.12.9 Other documents referenced or included in the Solicitation.

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

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



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

4. Submission of Offer

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

5. Evaluation

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



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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.

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

5.7.1 Waive any minor informality;

5.7.2. Reject any and all Offers or portions thereof; or

5.7.3 Cancel the Solicitation.

6. Award

6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

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

7.1. The name, address and telephone number of the protester;

7.2. The signature of the protester or its representative;


7.3. Identification of the purchasing agency and the Solicitation or Contract number;

7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5. The form of relief requested.

8. Comments Welcome

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

	<h1 style="text-align: center;">Statement of Work</h1>	<p style="text-align: center;">State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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1. Introduction and Background Information:

- 1.1 The Arizona Office of Tourism (AOT) was established as an agency of the State of Arizona in 1975. The AOT functions as a destination marketing organization to promote all of Arizona as a single travel destination. The mission of the AOT is to enhance the State economy and the quality of life for all Arizonans by expanding travel activity and increasing related revenues through tourism promotion and development. The AOT works to serve the Grand Canyon State’s travel industry and related businesses, the traveling public and the taxpayers of Arizona.
- 1.2 The Arizona Office of Tourism (AOT) is currently seeking proposals from public relations firms to represent the Arizona Office of Tourism in the United Kingdom and Ireland. The anticipated start date for the contract is July 1, 2012.
- 1.3 The objective of this solicitation is to cost-effectively increase British and Irish visitation to and spending in Arizona by increasing consumer awareness about the state's unique world-class offerings through assisting media in publishing stories about Arizona as a travel destination.
- 1.4 The United Kingdom is one of Arizona’s key international target markets. Based on information provided by VISA Vue, the United Kingdom is Arizona’s third most important international market and first most important overseas market. The Brits’ affection for Arizona’s shopping and sunny weather, national and state parks, wide-open spaces and iconic scenery and American Indian and Western culture continues to generate strong numbers of travelers to the State.
- 1.5 The State has had public relations representation in the United Kingdom since the mid-1990s.

2. General Requirements

- 2.1 Office: Contractor shall maintain an office in England with a dedicated staff and account manager who will be responsible for the AOT account.
- 2.2 Telephone: Contractor shall provide a dedicated telephone line to provide information about Arizona. This telephone line shall be answered “Arizona Office of Tourism in the UK” during the normal UK business hours of Monday through Friday 9:00 A.M.-6:00 P.M. All voicemail and/or after hours calls shall be responded to within 24 hours, excluding local and national holidays and weekends. All phone line fees shall be included as a component of the monthly retainer and will not be reimbursed.
- 2.3 Invoicing: Contractor shall submit a monthly invoice including any required reports and all necessary back-up documentation. Transaction fees or finance charges incurred by the Contractor shall be considered a cost of doing business and shall not be subject to reimbursement.
- 2.4 In-Market Representation: Contractor shall promote travel to all parts of the state including but not limited to: major cities, rural areas, national and state parks, and areas of natural beauty, cultural and historical importance.
- 2.5 Media Contact Database: The Contractor shall have a comprehensive database already compiled at the time of any contract award that may result from this solicitation. The database shall include at a minimum: media contact name, affiliation, email address, physical address, phone number and background on the publication the contact writes for.
- 2.6 Arizona Governor’s Conference on Tourism: Contractor shall attend the annual Arizona Governor’s Conference on Tourism to be held July 11 – 13, 2012 in Phoenix, AZ and present a market overview. Dates and locations



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for subsequent years will be communicated to the contractor by AOT. All travel expenses will be reimbursed at State of Arizona domestic per diem rates located at <http://www.gao.az.gov/travel>.

- 2.7 **Marketing Plan:** Contractor shall prepare and submit an annual marketing plan on or before January 1st of each year for the following fiscal year (July 1st – June 30th). The marketing plan shall include at a minimum: annual objectives, tactics to meet the objectives and budget.
- 2.8 **Integrated Marketing:** Contractor shall coordinate with the AOT's travel industry marketing firm in the UK (if applicable) to identify integrated media relations and travel industry promotional opportunities.
- 2.9 **Fulfillment:** Contractor shall provide information on Arizona in response to requests from the media and report all activity to AOT every month. AOT will provide collateral for inquiries and requests contingent on availability. AOT will reimburse the shipping costs for the collateral listed below on a monthly basis with the appropriate back-up documentation.
- Media Resource Guides (press kits)
 - Access to images in the Arizona Office of Tourism online photo library and copies of images in CD-ROM format
 - Film footage with scenes from around the state in HDProRes format with a time-coded list for ease in finding specific scenes.
 - Formatted destination DVDs
- 2.10 **Database Management:** Contractor shall compile and manage a contact database that includes names, physical addresses and e-mail addresses of all requests for information and/or materials sent. This database and its electronic records shall remain the full property of the State of Arizona and shall not be distributed without permission. The database and its electronic records shall be returned to AOT at the conclusion of the contract.
- 2.11 **Clipping Service:** Contractor must conduct an on-going clipping service of articles related to Arizona in consumer and trade publications; online publications and professional travel blogs; and radio and television broadcasts. The clippings (or copies) must be supplied to the AOT each month along with advertising equivalency and circulation, viewership and/or audience. Advertising equivalency should be based solely on advertising rates without the use of multipliers. AOT will reimburse the clipping service costs on a monthly basis with the appropriate back-up documentation.
- 2.12 **Media Releases:** Account manager must write and distribute news and feature releases regularly throughout the UK. A minimum of six releases must be sent to both the consumer and trade media per year. AOT will provide images as needed. Release topics are to be timely, discussed between the parties of the contractor and AOT and approved by AOT prior to distribution. A copy of the release must be sent with the monthly report in which it was distributed.
- 2.13 **Social Media:** Account manager shall provide a minimum of two ideas each week that may be posted on social media such as Twitter and Facebook. Actual posting to social media will be handled by AOT staff in Arizona.
- 2.14 **Media Leads:** Account manager must conduct proactive media outreach to print, broadcast and online media in the UK market. A minimum of 15 new media leads shall be generated each year and added to the database. These leads must be qualified media that have the potential to cover Arizona. A summary of new media leads must be provided in each monthly report.



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- 2.15 Individual and Group Media Tours: Account manager must qualify and organize a minimum of ten writers annually for individual and group media tours to Arizona. Only print writers are allowed on group media tours; however film crews and radio broadcasters can be accommodated on individual media tours.
- 2.15.1 Account manager shall make all arrangements within the UK. The AOT and other hosting communities will coordinate all arrangements in Arizona.
 - 2.15.2 Account manager shall actively work with airlines to generate free air tickets for press trips when possible.
 - 2.15.3 Account manager shall follow up with all press trip participants and report back overall opinions of the press trip and Arizona and the target date for publication. All generated coverage shall be included in the monthly report.
 - 2.15.4 All costs associated with the tours must be pre-approved in writing by the AOT.
- 2.16 Monthly Reports: Contractor shall provide a monthly report via email no later than the fourth business day of each month for the previous month. This report shall focus on articles generated or aired broadcasts and advertising equivalency for the past month. A hard copy of the report must be received no later than the tenth of the month. Printing, collating and shipping costs are included as a component of the monthly retainer and shall not be reimbursed. The report must be bound in a professional manner and shall include the following information:
- 2.16.1 Update of generated and non-generated published articles and broadcasts, including advertising equivalency and circulation, viewership and/or audience.
 - 2.16.2 Summary of special projects and meetings.
 - 2.16.3 Overview of all media contacts for the previous month including new media leads.
 - 2.16.4 Market trends in the UK that relate to media relations and tourism.
 - 2.16.5 Upcoming events and news stories about Arizona.
 - 2.16.6 Any other information deemed relevant to the contract.
- 3. Optional Media Relations Projects** – Contractor shall provide the following services as required by AOT and determined prior to the beginning of each fiscal year dependent on priorities and budgets.
- 3.1 Escorted Press Trips:
- 3.1.1 Every other year, account manager shall organize and escort one group press trip to Arizona, not to exceed eight participants plus an escort and driver.
 - 3.1.2 In the opposite year, the AOT will coordinate an International Media Golf Shootout. The account manager shall organize two to four travel writers on this press trip. The next golf shootout is currently scheduled for Fall 2013.
 - 3.1.3 Account manager shall make all arrangements within the UK. The AOT and other hosting communities will coordinate all arrangements in Arizona.



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- 3.1.4 Account manager shall actively work with airlines to generate free air tickets for press trips when possible.
- 3.1.5 Account manager shall follow up with all press trip participants and report back overall opinions of the press trip and Arizona and the target date for publication. All generated coverage shall be included in the monthly report.
- 3.1.6 All costs associated with the tours must be pre-approved in writing by the AOT.
- 3.2 Media Missions: Account manager shall coordinate and conduct a comprehensive three to five day media mission for a delegation of Arizona partners (not to exceed five partners). A media mission is defined as an event or series of events that provides opportunities for the delegation of Arizona partners to meet with and educate media representatives.
 - 3.2.1 Account manager shall coordinate all aspects of the media mission or event including, but not limited to selecting a venue(s), coordinating all food and beverage details, mailing invitations, handling RSVPs, organizing and stuffing gift/collateral bags and all other event-related tasks. All costs associated with the media mission that are pre-approved in writing will be reimbursed by the AOT.
 - 3.2.2 Account manager shall coordinate travel arrangements for the Arizona delegation including hotel and transportation reservations (not including overseas flights). Payment for these arrangements will be handled by each delegate directly. All travel expenses must fall within the State of Arizona international per diems which can be found at http://aoprals.state.gov/web920/per_diem.asp.
 - 3.2.3 Account manager shall contact a minimum of 50 British and Irish representatives to attend each of the AOT's media presentations, events and appointments.
 - 3.2.4 Account manager shall provide the AOT a detailed report to include items such as overview of event, contacts and recommendations, follow up and fulfillment. This report shall be provided within five business days following the event.
- 3.3 World Travel Market (WTM): Account manager shall assist with and attend WTM in the Arizona booth.
 - 3.3.1 Account manager shall assist the AOT with on-site logistical support including confirming booth set-up one day prior to the commencement of WTM. AOT will directly handle all arrangements and payments associated with show registration and booth construction.
 - 3.3.2 Account manager shall prepare and distribute a pre-event media release and prepare an Arizona presentation that is appropriate for the media representatives and Arizona partner(s) in attendance.
 - 3.3.3 Account manager shall set up a minimum of 15 pre-scheduled appointments with media representatives who have the potential to cover Arizona. Appointment schedule must be forwarded to the AOT no less than 10 business days prior to the commencement of WTM and should include contact name and e-mail address; publication name, circulation, summary and website address (if appropriate); specific areas of interest and summary of previous conversations, if appropriate.
 - 3.3.4 Account manager shall execute follow-up to the media requests resulting from the appointments and provide the AOT with a detailed report to include items such as overview of event, contacts and recommendations, follow up and fulfillment. This report shall be provided within five business days following the event.



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- 3.4 Media Events: Account manager shall assist with and attend media events such as Visit USA Media Marketplaces and similar. A media event is typically a one day event organized by a third party that AOT would participate in to educate media representatives.
- 3.4.1 Account manager shall handle all registration details and logistics associated with the media event or trade show. In accordance with the terms and conditions set forth in the contract that may result from this solicitation, the AOT will reimburse all expenses associated with show registration, booth development and travel.
- 3.4.2 Account manager shall prepare an Arizona presentation that is appropriate for the media representatives in attendance.
- 3.4.3 Account manager shall execute follow-up to the media requests resulting from the media event and provide the AOT with a detailed report to include items such as overview of event, contacts and recommendations, follow up and fulfillment. This report shall be provided within five business days following the event.
- 3.5 Electronic Newsletter: Contractor shall create an electronic newsletter (e-newsletter) and distribute it to key travel writers on a schedule determined by AOT. The monthly e-newsletter shall, at a minimum, cover four to six topics per month and include photos, quotes and opportunities to click through to other Arizona destinations and suppliers.

Contractor shall provide a review of distribution of the e-newsletter in the monthly report specified herein. The review shall include the following:

- 3.5.1 Total number sent
- 3.5.2 Number of bounce-backs
- 3.5.3 Number of opt outs
- 3.5.4 Number of opens
- 3.5.5 Number of click-throughs to each link



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1. DEFINITIONS

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



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



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1.1.44. "Vendor" means Contractor.

2. **Contract.**

2.1. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

2.2. The State's primary contact for this solicitation and resultant contracts shall be:

Laura Eason, Procurement Specialist
State of Arizona, State Procurement Office
100 N. 15th Ave., Suite 201
Phoenix, AZ 85007
Phone: (602) 364-0608
Fax: (602) 542-5508
Email: Laura.Eason@azdoa.gov

2.3. Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

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

4. **Term of Contract (Sole Option).** The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the state exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.

5. **Eligible Agencies.** This contract shall be for the exclusive use of the Arizona Office of Tourism.

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

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

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

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

10. **IT 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of



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Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

11. Billing. An itemized monthly invoice shall be submitted within 30 days of the end of each month, except for the June invoice, which shall be submitted within 15 days of the end of the month for a more timely payment to occur during fiscal year end closing.

12. Taxes.

12.1. Applicable Taxes: The State will pay only the rate and/or amount of taxes identified in the offer and in any resulting contract.

12.2. Tax Indemnification: Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the state harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

12.3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current I.R.S. W9 Form on file with the State of Arizona, Department of Administration, General Accounting Office.

13. Confidentiality of Information. The contractor shall treat all information and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract, as confidential information to the extent that confidential treatment is provided under State and federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and protection of its rights hereunder.

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

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

16. Insurance Requirements:

16.1. 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.

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



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16.3. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

16.3.1. 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.

16.3.2. Business Automobile Liability

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

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

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

16.3.3. 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.

16.4. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

16.4.1. 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.

16.4.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.



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- 16.4.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 16.5. Notice of Cancellation: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to **State of Arizona, State Procurement Office, 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
- 16.6. 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.
- 16.7. 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.
- 16.7.1. 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.
- 16.7.2. All certificates required by this Contract shall be sent directly to **State of Arizona, State Procurement Office, 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007**. 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 SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- 16.8. 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.
- 16.9. Approval: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 16.10. 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.
17. Ownership. All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.
18. Price Adjustment.
- 18.1. Original Price: The original price shall remain the same for the contract term. The State Procurement Office may review a fully documented request for a price increase only on the anniversary or renewal date of the contract. The requested increases shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered.
- 18.2. The request shall be submitted from 90 to 120 days prior to the anniversary or renewal date of the contract and shall be a factor in the extension review process.
- 18.3. Failure to submit the request within the stated timeframe and/or failure to supply adequate information with the request may result in the State not considering the request.



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- 18.4. The State, at its sole option shall determine whether the requested price adjustment or an alternative option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard copy catalog/price list updates to all eligible using agencies at no additional cost to the State.
- 18.5. The price adjustment, if approved, will be effective upon the effective date of the contract extension.
- 18.6. The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.
19. **Price Reductions.** Price reductions may be submitted to the State for consideration at any time during the contract period. The Contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The Contractor shall make a written request for a price reduction which the State may accept, at the State's sole option. The price reduction request shall include the following:
- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
 - Documentation, i.e. published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
 - Documentation showing that the published cost reductions have been offered to other distributors.



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1. Definition of Terms

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

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

2. Contract Interpretation

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



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

3. Contract Administration and Operation

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



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

4. Costs and Payments

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



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

5. Contract Changes

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

6. Risk and Liability

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



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

7. Warranties

- 7.1. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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8. State's Contractual Remedies

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

9. Contract Termination.

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



Uniform Terms and Conditions

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

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

9.5. Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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



Submittal Instructions

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

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SUBMITTAL INSTRUCTIONS:

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

The Offeror's response for each item shall be specific as well as relevant and in the form of a brief written narrative demonstrating the Offeror's ability to satisfy the Statement of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The Offeror should use technical language only when describing a technical process. The Offeror should electronically attach files to their solicitation in Adobe Acrobat (PDF) format as responses to requests for attachments or enclosures.

1. SUMMARY OF FIRM:

- Using **Response Form I – Summary of Firm**, Offerors shall provide narrative responses that describe their firm relevant to services sought under this solicitation.
- Using **Response Form II – Observed Holidays**, Offerors shall provide a list of observed holidays.
- Using **Response Form III – Client List**, Offerors shall provide a list of clients currently represented by the Offeror.

2. QUALIFICATIONS OF ASSIGNED PERSONNEL:

- Using **Response Form IV – Key Personnel Form - Team**, Offerors shall provide a list of the key personnel that will perform all services sought under this solicitation
- Using **Response Form V – Key Personnel Form - Individual**, Offerors shall provide requested individual information for each of the key personnel listed on Response Form IV.

3. METHOD OF APPROACH: Using **Response Form VI – Questionnaire**, Offerors shall provide narrative responses that describe their ability to provide all services sought under this solicitation.

4. COST: Using **ProcureAZ**, please provide pricing information for the services requested. The quantities listed in ProcureAZ are estimated and will be used for evaluation purposes only. Offerors should provide pricing based on a quantity of one, not the quantities listed in ProcureAZ. **NOTE:** Travel costs are additional and shall be reimbursed in accordance with the current rates specified in the Rules and Regulations applicable to travel to state employees. (www.gao.state.az.us)

5. REFERENCES: Using **Response Form VII** provide the names, addresses, contact persons and telephone numbers of at least three verifiable business entities or organizations for which the Offeror is providing or has provided services similar to those services described in this solicitation. For each, also indicate the range of dates (month and year) during which the Offeror provided those services.

6. SUBCONTRACTOR(S): If applicable, please complete **Response Form VIII**.