



Request for Proposal (RFP)

RFP Part 1 of 2

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

SOLICITATION NO.: **ADSP016-00005393**

DESCRIPTION: **Arizona Office of Tourism,
Travel Industry Marketing and Media Relations-China**

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Notice Page

SOLICITATION NUMBER: ADSP016-00005393

DESCRIPTION: The State of Arizona requests sealed proposals from qualified firms for travel industry marketing and media relations representation in mainland China for use by the Arizona Office of Tourism.

DUE DATE AND TIME: Offers shall be received no later than the Due Date and Time stated in ProcureAZ.

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.

Prospective Offerors should read the RFP in its entirety before submitting Offers to ensure that all requirements in the RFP are understood. **RFP Part 1 of 2** is comprised of the Scope of Work, Special Instructions to Offerors, Uniform Instructions to Offerors, Special Terms and Conditions, and Uniform Terms and Conditions. **RFP Part 2 of 2** contains the Submittal Forms that should be submitted as the Offeror's response.

Offerors 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.

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

ACTION or REQUIREMENT	DUE/DEADLINE DATE/TIME (may change by solicitation amendment only)
Pre-Offer Conference (See Special Instructions to Offerors, Inquiries)	A Pre-Offer Conference has not been scheduled.
Submittal of an exception or to request a substitution to the solicitation.	See Uniform Instructions to Offerors, section B4, Timeliness
Submittal of a question or clarification regarding this solicitation on the ProcureAZ Q&A tab	See Special Instructions to Offerors – Inquires: All questions shall be received no later than seven (7) days prior to the Bid Opening Date.
Submittal of the Offeror's proposal in ProcureAZ (See Special Instructions to Offerors – Submission Offer)	Refer to ProcureAZ – Bid Opening Date

ProcureAZ tutorials/quick reference guides are accessible on the ProcureAZ website <https://procure.az.gov>, the ProcureAZ helpdesk staff is available at 602-542-7600 or by email at procure@azdoa.gov.

Persons with a disability may request a reasonable accommodation by contacting the Procurement Officer identified in ProcureAZ. Requests should be made as early as possible to allow time to arrange the accommodation.



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END OF SOLICITATION



Scope of Work

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1. Introduction and Background Information:

- 1.1 The State of Arizona invites sealed proposals from qualified firms for travel industry marketing and media relations representation in mainland China for use by the Arizona Office of Tourism (AOT). Contractors may submit proposals for either Travel Industry Marketing services or Media Relations services or both services. It is the intention of the Department to award contracts based on these line item categories.

Past expenditures in this market during State Fiscal Year 2014 were \$200,000; however, there is no guarantee of the quantity of services to be delivered under this contract.

- 1.2 AOT was established as an agency of the State of Arizona in 1975. AOT functions as a destination marketing organization to promote all of Arizona as a single travel destination. The mission of AOT is to strengthen and expand Arizona's economy through travel and tourism promotion.
- 1.3 The objective of this solicitation is to cost-effectively increase Chinese visitation and spending in Arizona by increasing travel trade, media and consumer awareness about the state's unique offerings through 1) assisting tour operators and travel agents to develop and promote group and individual tour programs to Arizona and 2) assisting media in publishing stories about Arizona as a world class destination.
- 1.4 China is the fastest growing international market to the United States and Chinese visitors spend more per person per trip than any other inbound market. Based on information provided by VISA Vue, China is also one of the fastest growing markets to Arizona and became the fourth most important international market in 2014.
- 1.5 AOT has had trade and media relations representation in China since 2012.

2. General Requirements

- 2.1 Office: The Contractor shall maintain an office in either Shanghai or Beijing, China with a dedicated Account Manager and staff who shall be responsible for the AOT account.
- 2.2 Account Manager: AOT prefers that the Contractor assigns a dedicated account manager for travel industry marketing and a separate account manager for media relations. It is the expectation that the same account manager shall be assigned to the AOT account for a minimum of 24 months. If the account manager changes for any reason prior to the end of that time period, the Contractor shall organize and be financially responsible for ensuring the new account manager receives training equal to or better than that provided by AOT.
- 2.3 In-Market Representation: The 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.
- 2.4 Strategy Meeting: The Contractor, including the company principal and account manager(s), shall meet with key AOT staff to develop a strategic plan for Arizona in the China market. This 2-day meeting shall take place in China at the Contractor's office as soon as possible following the contract award, but no later than 60 days after award.



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- 2.5 Market Overview: On a regular basis (typically once every year or two), the Contractor shall travel to Arizona to present a market overview to constituents from around the State. This presentation may take place at the Arizona Governor's Conference on Tourism or a similar event. Dates for the presentation will be provided by AOT no later than January for the following fiscal year. In addition to the presentation, the Contractor shall attend a familiarization tour lasting no more than five nights. All travel expenses will be reimbursed at State of Arizona domestic per diem rates located at <https://gao.az.gov/travel/welcome-gao-travel>. Dates for FY2016 are tentatively scheduled for December 5-13, 2015.
- 2.6 Tourism Database: The Contractor shall have a comprehensive travel industry and/or media database already compiled at the time of contract award. The database shall include at a minimum: contact name, affiliation, email address, physical address, phone number and background information.
- 2.7 AOT Database Management: The Contractor shall compile and manage a database that includes contact names, company names, physical addresses and e-mail addresses of all requests for information and/or materials sent and leads generated and broken down into the three categories of trade, media and consumers. 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 each contract year in a format approved by AOT.

3. Specific Travel Industry Marketing Requirements

- 3.1 Marketing Plan: The Contractor(s) shall prepare and submit an annual marketing plan on or before December 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.
- 3.2 Fulfillment: The Contractor shall provide information on Arizona in response to requests from the travel industry and consumers. 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.
- Arizona Official Visitors Guide
 - Arizona Official State Map
 - Access to images in the Arizona Office of Tourism online photo library
 - Film footage with scenes from around the state in HDProRes format
 - Destination video

Fulfillment inquiries including contact information, type of inquiry (consumer, tour operator, media representative, etc.) and items requested shall be included as a component of the monthly report.

- 3.3 Sales Leads: The Contractor must conduct proactive trade outreach to tour operators, travel agents, wholesalers and airlines in the China market. From this outreach, a minimum of 24 qualified leads shall be generated each year for new business to Arizona. A qualified lead is defined as a concrete request for a specific program including rate requests for specific dates (or a



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range of dates) that generate hotel revenue, or other revenue that benefits Arizona, its communities and/or individual businesses.

Qualified leads generated shall be included in the monthly report. The template for submitting qualified leads is included as Exhibit A.

3.4 Reports:

3.4.1 Invoicing: The Contractor shall submit a monthly invoice including all required reports and necessary back-up documentation no later than the 4th business day of each month for the previous month. Transaction fees or finance charges incurred by the Contractor shall be considered a cost of doing business and shall not be subject to reimbursement. Each invoice shall clearly mark the exchange rate used in calculating the USD equivalent. The exchange rate may be either the exchange rate as of the date of the invoice or the exchange rate as of the date the cost was incurred. Exchange rates used shall be those as listed on the website: www.oanda.com.

3.4.2 Monthly Reports: The Contractor shall submit a monthly report via email no later than the 4th business day of each month for the previous month. The report shall include the following information:

3.4.2.1 Fulfillment inquiries including contact name, company affiliation, physical address, email address, type of inquiry (consumer, tour operator, travel agent, etc.) and items requested.

3.4.2.2 Overview of sales calls including contact name, company affiliation, physical address, email address, and summary of discussion.

3.4.2.3 Overview of generated qualified leads.

3.4.2.4 Summary of destination trainings given, including key contact, location, and attendees.

3.4.2.5 Summary of special projects and meetings and any follow up items.

3.4.2.6 Copy of the electronic newsletter along with e-newsletter statistics in the months an e-newsletter is distributed.

3.4.2.7 Market trends in China that relate to the tourism industry.

3.4.2.8 Any other information deemed relevant to the contract.

3.4.3 Quarterly Reports: The Contractor shall provide a Quarterly Report to AOT on or before the 15th of the month following the end of each quarter. In each quarterly report, the Contractor shall provide a conversion summary of qualified sales leads generated by the Contractor's marketing efforts, a summary of dollar value of business contracted for any converted leads and an explanation as to why other leads did not convert.



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3.4.4 Annual Report: The Contractor shall provide an inventory of all current products featuring Arizona being offered by Chinese tour operators on an annual basis. This annual report shall be submitted in a format approved by AOT. If the Contractor does not have an acceptable format, AOT will provide one. The inventory shall include an executive summary along with the following:

3.4.4.1 A complete listing of all Chinese tour operators that offer Arizona product in their brochures, on their website or in any other capacity.

3.4.4.2 For each operator, a company background and description along with the product manager name and contact details including address, phone number, email address and company website.

3.4.4.3 For each operator, a list of the receptive companies used.

3.4.4.4 For each operator, the number and types of itineraries (FIT, fly/drive, motorcoach, etc.) that feature Arizona product.

3.4.4.5 For each operator, the hotel listings and optional activities/tours offered by community.

3.4.4.6 For each operator, scanned brochure and website pages that include Arizona product.

4. **Travel Industry Marketing As-Needed Services** – The Contractor shall provide the following services if required and authorized by AOT based on each fiscal year's priorities and budgets.

4.1 **Escorted Familiarization (FAM) Tours:** The Account Manager shall organize and escort tour operator familiarization trips to Arizona, with a minimum of six and a maximum of eight qualified Chinese trade representatives plus the account manager and driver. A qualified trade representative is defined as a person working for a qualified company who develops packages and/or sells, or has the intent to sell Arizona travel product.

4.1.1 The Account Manager shall make all arrangements within China including but not limited to identifying and confirming qualified attendees, arranging international flights from China to Arizona and all pre-trip preparations. The AOT and other hosting communities will coordinate all arrangements in Arizona including developing the itinerary and coordinating the ground transportation. Final participants must be approved by AOT.

4.1.2 The Account Manager shall actively work with airlines to generate free or discounted air tickets for FAM tours when possible.

4.1.3 The Account Manager shall follow up with all participants and report back overall opinions of the Arizona trip through an online survey tool provided by AOT.

4.1.4 All costs associated with the tours must be pre-approved by AOT and will be reimbursed to the Contractor.



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- 4.2 Trade Shows: The Account Manager shall assist with and attend key tradeshows on behalf of the Arizona Office of Tourism.
- 4.2.1 The Account Manager shall assist AOT with on-site logistical support including booth set-up and collateral shipping, delivery, display and distribution. AOT will directly handle all arrangements and payments associated with show registration and booth construction.
- 4.2.2 The Account Manager shall set up an aggressive schedule of appointments with trade representatives who have the potential to cover Arizona. The appointment schedule must be forwarded to AOT for approval, no less than 10 business days prior to the commencement of the tradeshow and should include contact name and e-mail address; company, summary and website address (if appropriate); specific areas of interest and summary of previous conversations.
- 4.2.3 The Account Manager shall execute follow-up with each appointment and provide 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 5 business days following the event.
- 4.3 Sales Missions: The Account Manager shall coordinate, conduct and accompany a comprehensive multi-day mission for a delegation of Arizona partners. A mission is defined as a series of appointments, an event, and/or series of events that provides opportunities for the delegation of Arizona partners to meet with and educate trade representatives.
- 4.3.1 The Account Manager and AOT shall work together to develop a mission strategy, including format, schedule and attendee targets, based on market goals and Arizona delegation partners in attendance. The Account Manager shall conduct sufficient outreach to ensure the target quantity of qualified travel trade professionals are in attendance at appointments and/or events.
- 4.3.2 The Account Manager shall coordinate all aspects of the mission including, but not limited to, scheduling appointments, selecting a venue(s), coordinating all food and beverage details, distributing invitations, handling RSVPs, organizing and stuffing gift/collateral bags and all other event related tasks. All pre-approved costs associated with the mission will be reimbursed by AOT.
- 4.3.3 The 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 <https://gao.az.gov/travel/welcome-gao-travel>
- 4.3.4 The mission schedule including appointments must be forwarded to AOT for approval, no less than 10 business days prior to the commencement of the sales mission and should include contact name and e-mail address; company, summary and website address (if appropriate); specific areas of interest and summary of previous conversations.



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4.3.5 The Account Manager shall provide 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 5 business days following the event.

4.4 Protocol Missions: The Contractor shall coordinate and accompany a comprehensive multi-day mission for a delegation of Arizona officials including but not limited to the Governor of Arizona, other political leaders, State of Arizona Agency Directors and/or community leaders. A mission is defined as a series of appointments, an event, and/or series of events that provides opportunities for the delegation of Arizona officials to meet with local leaders.

4.4.1 The Contractor, AOT and other partners shall work together to develop format and schedule, based on mission goals and Arizona delegation officials in attendance.

4.4.2 The Contractor shall coordinate all logistical arrangements for the Arizona delegation including but not limited to international and in-country flights, ground transportation, hotels, meals, cultural exchange and interpreters. 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 <https://gao.az.gov/travel/welcome-gao-travel>.

4.4.3 The Contractor shall provide security contacts for each of the logistical arrangements to the Arizona Department of Public Safety.

4.4.4 The Contractor shall coordinate any required event venues including selecting a venue(s), coordinating all food and beverage details, distributing invitations, handling RSVPs, organizing and stuffing gift/collateral bags, any necessary on-site coordination and all other event related tasks. All pre-approved costs associated with the mission will be reimbursed by AOT.

4.4.5 The Contractor shall coordinate appointments for the Arizona delegation with key tourism industry contacts and key economic development contacts. The schedule for the Protocol Mission including all events, appointments and logistical arrangements must be forwarded to AOT for approval, no less than 10 business days prior to the commencement of the mission.

4.4.6 The Account Manager shall provide 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 5 business days following the event.

4.5 Destination Trainings: The Contractor shall present educational programs on the State of Arizona tourism product to qualified groups of travel agents, tour operators and airline reservations and sales staff throughout China. Qualified groups are those groups which are already selling product to Arizona and need assistance training their reservations staff or other sales staff. Any materials presented shall be approved by AOT prior to use. The Contractor shall provide a report to AOT which will include the details on the audience, material covered and any other information deemed relevant as part of the monthly report.

4.6 Electronic Newsletter: The Contractor shall create, using original content, an electronic newsletter (e-newsletter) and distribute it to key travel industry contacts on a regular basis. The e-newsletter shall, at a minimum, cover 4-6 topics per newsletter and include photos, quotes and opportunities to click through to other Arizona destinations and suppliers. The Contractor shall provide a review of



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distribution of the e-newsletter as a component of the monthly report. The review shall include the following:

- 4.6.1 Total number sent
- 4.6.2 Number of opens
- 4.6.3 Number of bounce-backs
- 4.6.4 Number of opt outs
- 4.6.5 Number of click-throughs to each link

4.7 Chinese Language Website Requirements:

4.7.1 Chinese Language Website Hosting: The Contractor shall identify and subcontract with a company to provide web hosting services. Services provided shall include, but are not limited to:

- Disaster recovery
- Hardware acquisition, upgrades, replacement maintenance and support
- Configuration of storage devices
- 24x7x365 operations monitoring, operations support and technical support
- Security to control electronic and physical access to data
- Capacity planning

4.7.2 Chinese Language Website Maintenance: The Contractor shall provide ongoing website maintenance to the current AOT China consumer website, <http://www.visitarizona-cn.com>. This shall include, but is not limited to:

- Transitioning, receiving and updating current website files as necessary
- Regularly scheduled maintenance
- Technical support for any issues, problems or emergencies related to the website
- Update, refresh and/or add new content
- Ensure that the look and feel of the China website is similar to AOT's consumer website in the US, [Http://www.visitarizona.com](http://www.visitarizona.com)
- Implement latest technology to keep the website on equal terms with competitive destinations

5. Specific Media Relations Requirements

5.1 Media Leads: The Contractor shall conduct proactive media outreach to print, broadcast and online media in the China market. From this outreach, a minimum of 24 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 shall be provided in each monthly report.

5.2 Fulfillment: The Contractor shall provide information on Arizona in response to requests from the media and consumers. 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.

- Arizona Official Visitors Guide
- Arizona Official State Map



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- Access to images in the Arizona Office of Tourism online photo library
- Film footage with scenes from around the state in HDProRes format
- Destination video

Fulfillment inquiries including contact information, type of inquiry (consumer, tour operator, media representative, etc.) and items requested shall be included as a component of the monthly report.

5.3 Individual Media Visits and Group Press Trips: AOT conducts a minimum of three group press trips each fiscal year whose participants include one journalist from each key market. AOT also hosts journalists on individual media visits. The Contractor must qualify and organize a minimum of ten journalists annually for individual and group media tours to Arizona. Qualified journalists are those who are on an assignment to produce an article that will be published within 18 months of the trip in a publication whose target market, reader demographics and circulation meet the requirements of AOT. Only print and online writers are allowed on group media tours. Film crews and radio broadcasters can be accommodated on individual media tours. AOT shall approve all qualified journalists submitted by the Contractor.

5.3.1 The Account Manager shall make all arrangements within China including, but not limited to, identifying and confirming qualified attendees, arranging international flights from China to Arizona and all pre-trip preparations. AOT and other hosting communities will coordinate all arrangements in Arizona including developing the itinerary and arranging ground transportation.

5.3.2 The Account Manager shall actively work with airlines to generate free or discounted air tickets for press trips when possible.

5.3.3 The Account Manager shall follow up with all press trip participants to confirm generated coverage has appeared. All generated coverage shall be included in the monthly report.

5.3.4 The Account Manager shall follow up with all participants and report back overall opinions of the Arizona trip through an online survey tool provided by AOT.

5.3.5 All costs associated with the tours must be pre-approved by AOT and will be reimbursed to the Contractor.

5.4 Clipping Service: The Contractor shall conduct an on-going clipping service of articles related to Arizona in print publications; online publications and professional travel blogs; and radio and television broadcasts. The clippings (or copies) shall be supplied to AOT each month along with advertising equivalency and circulation, viewership and/or audience. Advertising equivalency in USD shall be based solely on advertising rates without the use of multipliers.

5.5 Annual Editorial Calendar: The Contractor shall provide an annual (12 month) editorial calendar, 30 days prior to the start of AOT's fiscal year (July 1 - June 30) with topics to be covered each month for newsletters, press releases and social media that are relevant and strategic to reach AOT's China market goals.

5.6 Social Media: The Contractor shall develop and maintain a social media presence on China's main social media platforms weibo and wechat, and/or any other platforms as recommended by the



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Contractor. This presence shall be maintained and updated daily, as warranted, in a strategic and focused approach that is consistent with AOT's China market strategies. The Contractor shall include the following in the monthly report:

- Reach (organic, paid and viral),
- Post interactions, (number of Likes, Comments and Shares),
- Click through and conversion rates,
- Key influencers and brand ambassadors interacting with the site, and
- Community growth (month over month).

5.7 Reports

5.7.1 Invoicing: The Contractor shall submit a monthly invoice including all required reports and necessary back-up documentation no later than the 4th business day of each month for the previous month. Transaction fees or finance charges incurred by the Contractor shall be considered a cost of doing business and shall not be subject to reimbursement. Each invoice shall clearly mark the exchange rate used in calculating the USD equivalent. The exchange rate may be either the exchange rate as of the date of the invoice or the exchange rate as of the date the cost was incurred. Exchange rates used shall be those as listed on the website: www.oanda.com.

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5.7.2.1 Fulfillment inquiries including contact name, company affiliation, physical address, email address, type of inquiry (consumer, media representative, etc.), items requested and follow up action, if required.

5.7.2.2 Overview of media calls to include contact name, company affiliation, physical address, email address and summary of discussion and follow up action, if required.

5.7.2.3 Overview of generated media leads to include contact name, company affiliation, physical address, email address and summary of discussion and follow up action, if required.

5.7.2.4 Update of generated and non-generated published articles and broadcasts, including a brief 2-3 sentence summary in English, advertising equivalency in USD and circulation, viewership and/or audience. For generated coverage, the Contractor shall define how it was generated (i.e. media call, press release, press trip, etc.)

5.7.2.5 Summary of special projects and meetings.

5.7.2.6 Summary of social media along with key statistics for the month.

5.7.2.7 Copy of electronic newsletter and/or media release along with key statistics in the months that an e-newsletter or media release is distributed.

5.7.2.8 Market trends in China that relate to the tourism industry.



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5.7.2.9 Any other information deemed relevant to the contract.

6. Media Relations As-Needed Services – The Contractor shall provide the following services if required and authorized by AOT based on each fiscal year’s priorities and budgets.

6.1 Escorted Press Trips: The Account Manager shall organize and escort group press trips to Arizona, with a minimum of six and a maximum of eight qualified Chinese writers plus the account manager and driver. Qualified writers are those who are on an assignment to produce an article that will be published within 18 months of the trip in a publication whose target market, reader demographics and circulation meet the requirements of AOT.

6.1.1 The Account Manager shall make all arrangements within China including, but not limited to identifying and confirming qualified attendees, arranging international flights from China to Arizona and all pre-trip preparations. AOT and other hosting communities will coordinate all arrangements in Arizona including developing the itinerary and arranging ground transportation.

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6.1.3 The Account Manager shall follow up with all participants and report back overall opinions of the Arizona trip through an online survey tool provided by AOT.

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6.2 Trade Shows: The Account Manager shall assist with and attend key tradeshow on behalf of the Arizona Office of Tourism.

6.2.1 The Account Manager shall assist AOT with on-site logistical support including booth set-up and collateral shipping, delivery, display and distribution. AOT will directly handle all arrangements and payments associated with show registration and booth construction.

6.2.2 The Account Manager shall set up an aggressive schedule of appointments with media representatives who have the potential to cover Arizona. The appointment schedule must be forwarded to AOT for approval, no less than 10 business days prior to the commencement of the tradeshow and should include contact name and e-mail address; company, summary and website address (if appropriate); specific areas of interest and summary of previous conversations.

6.2.3 The Account Manager shall execute follow-up with each appointment and provide 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 5 business days following the event.

6.3 Media Missions: The Account Manager shall coordinate, conduct and accompany a comprehensive multi-day mission for a delegation of Arizona partners. A mission is defined as a series of



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appointments, an event, and/or series of events that provides opportunities for the delegation of Arizona partners to meet with and educate media representatives.

- 6.3.1 The Account Manager and AOT shall work together to develop a mission strategy, including format, schedule and attendee targets, based on market goals and Arizona delegation partners in attendance. The Account Manager shall conduct sufficient outreach to ensure the target quantity of qualified media professionals are in attendance at appointments and/or events.
- 6.3.2 The Account Manager shall coordinate all aspects of the mission including, but not limited to, scheduling appointments, selecting a venue(s), coordinating all food and beverage details, distributing invitations, handling RSVPs, organizing and stuffing gift/collateral bags and all other event related tasks. All pre-approved costs associated with the mission will be reimbursed by AOT.
- 6.3.3 The 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 <https://gao.az.gov/travel/welcome-gao-travel>.
- 6.3.4 The mission schedule including appointments must be forwarded to AOT for approval, no less than 10 business days prior to the commencement of the media mission and should include contact name and e-mail address; company, summary and website address (if appropriate); specific areas of interest and summary of previous conversations.
- 6.3.5 The Account Manager shall provide 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 5 business days following the event.
- 6.4 Protocol Missions: The Contractor shall coordinate and accompany a comprehensive multi-day mission for a delegation of Arizona officials including but not limited to the Governor of Arizona, other political leaders, State of Arizona Agency Directors and/or community leaders. A mission is defined as a series of appointments, an event, and/or series of events that provides opportunities for the delegation of Arizona officials to meet with local leaders.
 - 6.4.1 The Contractor, AOT and other partners shall work together to develop format and schedule, based on mission goals and Arizona delegation officials in attendance.
 - 6.4.2 The Contractor shall coordinate all logistical arrangements for the Arizona delegation including but not limited to international and in-country flights, ground transportation, hotels, meals, cultural exchange and interpreters. 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 <https://gao.az.gov/travel/welcome-gao-travel>.
 - 6.4.3 The Contractor shall provide security contacts for each of the logistical arrangements to the Arizona Department of Public Safety.



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- 6.4.4 The Contractor shall coordinate any required event venues including selecting a venue(s), coordinating all food and beverage details, distributing invitations, handling RSVPs, organizing and stuffing gift/collateral bags, any necessary on-site coordination and all other event related tasks. All pre-approved costs associated with the mission will be reimbursed by AOT.
- 6.4.5 The Contractor shall coordinate appointments for the Arizona delegation with key media, travel industry and economic development contacts. The schedule for the Protocol Mission including all events, appointments and logistical arrangements must be forwarded to AOT for approval, no less than 10 business days prior to the commencement of the mission.
- 6.4.6 The Account Manager shall provide 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 5 business days following the event.

6.5 Media Releases: The Account Manager shall write and distribute news and feature releases regularly throughout China. Release topics are to be strategic, relevant and approved by AOT prior to distribution. A copy of the release shall be sent with the monthly report in which it was distributed.

6.6 Electronic Newsletter: The Contractor shall create, using original content, an electronic newsletter (e-newsletter) and distribute it to key media contacts on a regular basis. The e-newsletter shall, at a minimum, cover 4-6 topics per newsletter and include photos, quotes and opportunities to click through to other Arizona destinations and suppliers. The Contractor shall provide a review of distribution of the e-newsletter as a component of the monthly report. The review shall include the following:

- 6.5.1 Total number sent
- 6.5.2 Number of opens
- 6.5.3 Number of bounce-backs
- 6.5.4 Number of opt outs
- 6.5.5 Number of click-throughs to each link

6.7 Chinese Language Website Requirements:

6.7.1 Chinese Language Website Hosting: The Contractor shall identify and subcontract with a company to provide web hosting services. Services provided shall include, but are not limited to:

- Disaster recovery
- Hardware acquisition, upgrades, replacement maintenance and support
- Configuration of storage devices
- 24x7x365 operations monitoring, operations support and technical support
- Security to control electronic and physical access to data
- Capacity planning

6.7.2 Chinese Language Website Maintenance: The Contractor shall provide ongoing website maintenance to the current AOT China consumer website, <http://www.visitarizona-cn.com>. This shall include, but is not limited to:

- Transitioning, receiving and updating current website files as necessary



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- Regularly scheduled maintenance
- Technical support for any issues, problems or emergencies related to the website
- Update, refresh and/or add new content
- Ensure that the look and feel of the China website is similar to AOT's consumer website in the US, [Http://www.visitarizona.com](http://www.visitarizona.com)
- Implement latest technology to keep the website on equal terms with competitive destinations.

7. Cost and Pricing

7.1 Payment will be made based on the following line items:

7.1.1 **Travel Industry Marketing Services** will be paid with a Monthly Retainer that includes the activities described in the Scope of Work section 3. Specific Travel Industry Marketing Requirements.

7.1.2 **Travel Industry Marketing As-Needed Services** will be paid per-activity as authorized by AOT. These services include the following as described in the Scope of Work section 4.

Travel Industry Marketing As-Needed Services:

- Escorted Familiarization (FAM) Tours
- Trade Shows
- Sales Missions
- Protocol Missions
- Destination Trainings
- Electronic Newsletter
- Chinese Language Website Hosting and Maintenance

7.1.3 **Media Relations Services** will be paid with a Monthly Retainer that includes the activities described in the Scope of Work section 5. Specific Media Relations Requirements.

7.1.4 **Media Relations As-Needed Services** will be paid per-activity as authorized by AOT. These services include the following as described in the Scope of Work section 6. Media Relations As-Needed Services:

- Escorted Press Trips
- Trade Shows
- Media Missions
- Protocol Missions
- Media Releases
- Electronic Newsletter
- Chinese Language Website Hosting and Maintenance



Exhibit A

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China Market LEAD #X

(please list sequentially throughout the fiscal year)

TO: *Specify CVB, Chamber or community recipients*

FROM: *Account Manager's Name and Title*

DATE: *Date the lead is forwarded to AOT*

CONTACT INFORMATION

CONTACT: Name:
Company Affiliation:
Tel:
E-mail:
Website:

COMPANY TYPE: *Receptive, wholesale, retail, incentive, etc.*

COMPANY PROFILE: *Please provide a description or profile of the company.*

LEAD INFORMATION

SOURCE OF LEAD: *Sales call, operator request, tradeshow, etc.*

PROGRAM TYPE: *FIT, group, incentive, ad hoc, etc.*

DETAILS OF REQUEST: *A bona fide lead is defined as a concrete request for a specific program including rate requests for specific dates (or range of dates) that generate hotel revenue, or other revenue that benefits Arizona, its communities and individual business.*

Rate requests must be submitted a minimum of three months in advance and represent a minimum of ten room nights in order to qualify as a bona fide lead.

MATERIALS NEEDED: *Which collateral materials have already been provided to the contact and which are still required to be provided?*

DEADLINE: *When are the responses needed and who should they be forwarded to? It is necessary to allow a minimum of two weeks to respond to any lead.*

NOTES/COMMENTS: *Please provide any information that may help us to better understand the client or their needs.*



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1. DEFINITIONS

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



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

2. INQUIRIES AND EXCEPTIONS TO TERMS AND CONDITIONS

- 2.1. INQUIRES - All questions related to this Request for Proposal are required to be submitted through ProcureAZ using the Q&A tab. Any other contact shall be directed to the Procurement Officer referenced in ProcureAZ as the Info Contact. All questions shall be received no later than seven (7) days prior to the Bid Opening Date.
- 2.2. **EXCEPTIONS TO TERMS AND CONDITIONS** - If the Offeror is requesting exceptions to Terms and Conditions including the insurance requirements, in addition to submitting in ProcureAZ as stated in the Uniform Instructions to Offerors Section C.3, Offeror shall submit exceptions to the Procurement Officer referenced in ProcureAZ as the Info Contact email address seven (7) days prior to Bid Opening date and time.
- 2.3. All Inquiries and Exceptions shall include the following:
 - 2.3.1 Offeror name
 - 2.3.2 Contact information
 - 2.3.3 Solicitation number, page number and paragraph
- 2.4. 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

THE OFFEROR SHALL 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 the proposal should be relevant to the requirements stated in the solicitation and submitted in a sequence that reflects the Scope of Work and information relevant to the designated evaluation criteria as stated in the Special Instructions. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The 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.



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- 3.1. Submittal Forms. Complete and submit in ProcureAZ the following forms found in **RFP Part 2 of 2 Travel Industry Marketing and Media Relations China Offeror Submittal Forms**. Failure to submit a form or follow the instructions on the form may result in rejection of the Offer.
 - Attachment 01 Offer and Acceptance
 - Attachment 02a Method of Approach Questionnaire, Travel Industry Marketing
 - Attachment 02b Method of Approach Questionnaire, Public Relations
 - Attachment 03 Experience and Expertise including Areas of Past Performance
 - Attachment 03a Key Personnel
 - Attachment 03b Subcontractors
 - Attachment 03c References
 - Cost - to be submitted on the ProcureAZ Items tab
 - Attachment 04 Confidentiality and Trade Secrets
 - Checklist of Submittal Documents and Requirements
- 3.2. 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.
- 3.3. ProcureAZ. Offers in response to this solicitation shall be submitted within the State's online eProcurement system, ProcureAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. 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 CRITERIA

- 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
 - Experience and Expertise including Areas of Past Performance
 - Cost

In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Uniform Instructions Section C.3, may impact an Offeror's susceptibility for award.

- 4.2. 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.
- 4.3. 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.



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Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.

4.4. 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.

4.5. Responsibility, Responsiveness and Susceptibility.

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.

4.5.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

4.5.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

4.5.3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;

4.5.3.1 Legally qualified includes if the vendor or if key personnel have 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.

4.5.4. Whether the Offeror promptly supplied all requested information concerning its responsibility;

4.5.5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;

4.5.6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;

4.5.7. Whether the Offer limits the rights of the State;

4.5.8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;

4.5.9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,

4.5.10. Whether the Offeror provides misleading or inaccurate information.



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- 4.6. 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.
- 4.7. Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

5. AWARD

- 5.1. 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.
- 5.2. 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.
- 5.3. Contract Implementation Meetings: Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.



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A. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Best and Final Offer"* means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
3. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
4. *"Contract Amendment"* means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
5. *"Contractor"* means any person who has a Contract with a state governmental unit.
6. *"Day"* means calendar days unless otherwise specified.
7. *"eProcurement (Electronic Procurement)"* means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
8. *"Exhibit"* means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
9. *"Offer"* means a response to a solicitation.
10. *"Offeror"* means a person who responds to a Solicitation.
11. *"Person"* means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
12. *"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.
13. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
14. *"Solicitation Amendment"* means a change to the Solicitation issued by the Procurement Officer.
15. *"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.
16. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an 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.
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 Procurement Officer.



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3. Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation 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 Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be 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.
2. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.
3. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system 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.
 - 3.1. 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.
 - 3.2. Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.



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5. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
6. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
7. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.
 - 7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State 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.
8. Identification of Taxes in Offer. The State 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.
9. Disclosure. If the 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 set forth the name and address of the governmental unit, the effective date of the 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.
10. 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).
11. 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 five 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.
12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State 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 Offer.

D. Submission of Offer

1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.



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3. Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
4. 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.
5. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
6. Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
7. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 7.2. 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.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. 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.
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.
4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
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.
6. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;



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

7.3. Cancel the Solicitation.

F. Award

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.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the 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 Procurement Officer makes the procurement file available for public inspection. A protest shall include:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. 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.



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1. Definitions

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



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



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2. Contract.

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

2.2. The State's primary contact is identified in ProcureAZ for this solicitation and resultant contract(s).

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. The contract term is for a one year period unless canceled, terminated or extended as otherwise provided herein. The contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original contract term. By mutual written contract amendment, any resultant contract may be extended for supplemental periods with a maximum aggregate including all extensions not to exceed three (3) years.

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 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. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The Contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

12. 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



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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.

13. Price Adjustment.

- 13.1. 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, after the contract has been in effect for one year. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. The price adjustment, if approved, will be effective upon the effective date of the contract extension.

14. 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.

15. Indemnification Clause.

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

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

16. Insurance Requirements:

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.



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

16.1 Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below.

16.1.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, 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
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees 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 endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

16.1.2 Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

16.1.3 Workers' Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

16.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:



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The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

16.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

16.4 Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.

16.5 Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, 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. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. 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 copies of all insurance policies required by this Contract at any time.

16.6 Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

16.7 Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

16.8 Exceptions:

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not



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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.
- 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



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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 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

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



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unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

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



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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 or of 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.

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.



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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 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



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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 thereunder.

11. Arbitration

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

12. Comments Welcome

The 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.